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The Solicitors' Journal.

LONDON, FEBRUARY 5, 1876.

CURRENT TOPICS.

IN VIEW of the approaching meeting of Parliament, it is worth while to recall a few of the matters on which legislation is needed or may be expected. There is, first of all, the subject of more effectually providing for the trial of offences by establishing the office of public prosecutor, a measure upon which was promised in the Queen's Speech at the opening of the last session. It will be remembered that the Judicature Commission expressed a unanimous opinion that a public prosecutor should be appointed, and, although there was some difference as to details, all the materials exist in the report, and the memorandum attached to it, for framing a satisfactory scheme. Passing by the Merchant Shipping Acts Amendment, as to which a Bill must necessarily be introduced by Government, another subject on which legislation may be anticipated is the pollution of rivers. Lord Salisbury's measure last session, although one part of it was dropped to avert the opposition of the mining and manufacturing interests, failed to pass the Commons. As to the course to be taken with reference to the suspended sections of the Judicature Act, 1873, of course no one outside the Cabinet can pretend to any information; all that can be said is that some legislation, either in the shape of continued suspension or repeal, must take place. It remains to be seen whether the Judicature Bill for Ireland, which was prepared and ready for introduction last session, will be brought forward this session. All that seems certain with reference to legislation on the judicial arrangements in Ireland is that very soon after Parliament meets the Government will introduce a Bill with reference to the quarter sessions courts in that country. Other Government measures which may possibly be brought forward are the first of the Bills for the statute law consolidation, relating to one or more of the ten subjects recommended for grouping by the Statute Law Revision Committee; also a measure relating to the inclosure of land—a subject which the Home Secretary last session promised should be dealt with; perhaps, also, some amendment may be made, either by orders or legislation, in the Bankruptcy Act, 1869. Among the other subjects on which it may be hoped Bills will be brought in are juries and bills of sale. We may note, in conclusion, that Mr. Hubbard has expressed his intention of introducing a Bill to restore the law of crossed cheques to the reasonable and convenient form in which it was supposed to exist before the recent decision in *Smith* v. *The Union Bank* (24 W. R. 194).

THE LETTER OF "A Patient Solicitor," which appeared in our columns on the 22nd ult., has naturally (and deservedly) excited a good deal of attention. The subject with which it deals is not, indeed, new, and it has more than once already been discussed in these columns,* but we think our readers will forgive us if, in a matter of so much and so important interest, we take the present opportunity of recurring to the subject. Those of our readers who will take the trouble to look back to the articles above referred to, will find that, so long ago as the year 1867, we called attention to the very unsatisfactory manner of conducting business in chambers, and advocated as an improvement the very measure now suggested by the "Patient Solicitor," viz., that the judges should devote one or more entire days in each week to chamber business, instead of merely retiring to chambers for a couple of hours or so at the fag end of their day's work. Were this done, proper arrangements could readily be made for the accommodation of the solicitors and others in attendance, instead of compelling them to hang about the lobbies and entrance in the manner so graphically described by the "Solicitor." The most obvious course for this purpose would be to fit up a convenient suite of rooms in one of the public offices in or off Chancery-lane, which should be used by each judge in his turn, and which might be supplied with all requisites for the purpose at a trifling cost. For instance, one of the sets of rooms hitherto occupied by the Examiners in Chancery, whose functions are now nearly over, might easily be adapted for the purpose. As it would be desirable that the judges should choose different days for chamber days, in order not to interfere with the continuity of the sittings of the court, one suite of chambers would be all that would be required, as there would be no need to make any alteration in the existing arrangements as regards the business transacted before the chief clerks. Nor would the suggested change entail any inconvenience on the judges; on the contrary, it would be possible to study their convenience and accommodation to an extent which cannot be attempted in chambers of the class now used for this purpose, and as, *ex hypothesi*, no one of them could sit on the same day in chambers and in court, the fact that the two are not in close proximity would be unimportant.

It has been urged in opposition to this proposal—and doubtless would be put forward again—that, as the judges, sitting six days a week, are confessedly unable to cope successfully with the court work, this would fall hopelessly into arrear if the available time were curtailed by one-sixth. The answer is—first, we do not propose to diminish the whole time which the judge devotes to business, but only to alter the allocation of it; and, secondly, it is a great mistake to suppose that the chamber business is subordinate in point of importance to the court business—on the contrary, even under the old system, by far the greatest part of the work was, in many large classes of cases, transacted in chambers, and the recent changes tend greatly to increase the proportion and consequence of the business which will find its way there. Under the new system, as we understand it, the judges in court will be mainly occupied in trying questions of fact by oral evidence, and all the rest of the work—everything, at any rate, of an administrative character, much of which has hitherto been done in court—will, in a perpetually accelerated ratio, be relegated to chambers.

It is but little benefit to the suitor to have his cause heard, and a decree in his favour duly pronounced, if he is deprived of the fruits of that decree because of defects in the machinery for carrying it out; and therefore we consider it by far the lesser of the two evils—if we *must* choose between them—that somewhat fewer causes should be heard, and those that are should be effectually prosecuted, than that a perpetually increasing stream of business should be poured from court into chambers, there to stagnate for want of any sufficient arrangements for properly disposing of it. But why should we have to choose between these evils? It remains to be seen whether any such accumulation of arrears of court business as suggested would result from the adoption of this most salutary reform, and, if it should be so, the remedy is obvious, though, with the fear of the

* SOLICITORS' JOURNAL, vol. 11 pp. 911, 950; vol. 17, pp. 265, 514.

Chancellor of the Exchequer before our eyes, we refrain from expressing it in type.

It seems that her Majesty's Court of Appeal will shortly be called upon to decide the momentous question whether the nocturnal sale of ginger beer in an unlicensed house is a punishable offence. The law and the facts involved in the case are very simple. An Act passed in 1860 (23 Vict. c. 27) provides (section 6) that "all houses, rooms, shops, or buildings kept open for public refreshment, resort, and entertainment," between nine p.m. and five a.m., and not licensed for the sale of liquor, "shall be deemed refreshment houses, and the resident owner, tenant, or occupier thereof shall be required to take out a licence to keep a refreshment house." In the next year, by 24 & 25 Vict. c. 91, s. 8, "ten p.m." was substituted for "nine p.m." as the test hour. Such being the law, the facts in *Howes, appellant* v. *The Board of Inland Revenue, respondents*, were these:—The defendant kept a single room shop fitted with a counter, but not supplied with chairs or tables. In this shop he sold to the public ginger beer and lemonade, and those beverages only, and was for so doing convicted, under 23 Vict. c. 27, of keeping a refreshment house without a licence. Upon a case stated under 20 & 21 Vict. c. 43, the majority of the new divisional court for hearing appeals from inferior courts (Field and Grove, JJ.) affirmed the conviction. Cleasby, B., however, dissented, on the ground that the defendant's shop, however much kept for "public refreshment and resort," was not kept for "public entertainment" also. It must be remarked that it is not the particular sale which supports a conviction, but the object for which the house is kept open. The particular sale is only evidence of that object. Now, was this house kept open for public refreshment, resort, and entertainment or not? We think it was. No doubt in *Taylor* v. *Oram* (10 W. R. 800, 31 L. J. M. C. 252), where it was held that a dancing-house did not come within 23 Vict. c. 27, Pollock, C.B., said that "'refreshment' is partial, and not, perhaps, very satisfactory, but 'entertainment' means something more substantial and better fitted to give entire satisfaction," but this was but an *obiter dictum*. Nor can any legal inference be drawn from the statement of Mr. Locke in that case that the word "or" occurred in the Bill as originally drawn, but that "and" was substituted advisedly. In the recent case of *Muir* v. *Keay* (23 W. R. 700, L. R. 10 Q. B. 594), decided on the same statute, it was said by Blackburn, J., that, "notwithstanding what was said in the Court of Exchequer," the word "entertainment" merely meant "the reception and accommodation of the public," and the court affirmed the conviction of a tradesman who had combined the attractions of ginger beer with those of coffee and cigars. It may be thought absurd to adopt a construction of the statute which would be fatal to a purveyor of iced water. But the purpose of the enactment was, we imagine, double—to get a few pounds for the revenue, and to protect public order at late hours, when evasions of all kinds become easy. It is not only the unlicensed purveying of the beverage, be it coffee or be it ginger beer, that constitutes the offence, but also the inducing large bodies of her Majesty's subjects to congregate together at a time when, if they should happen to have brought (say) their own spirit flasks with them, and to have drunk to excess thereout, their drunkenness would become a more than ordinary nuisance to the public. We may remark that it had been recommended by a parliamentary committee in 1854 that "all coffee shops, temperance hotels, shell-fish shops, and similar places of public resort should be required to be licensed for their respective purposes," and we suppose that the "refreshment house" licence had its origin in that recommendation. The refreshment house keeper is liable to domiciliary visits by the police at any time without cause assigned (23 Vict. c. 27, s. 18), and he must close at the same hour as the licensed victualler properly so called (Licensing Act, 1874, s. 11).

Our able Scottish contemporary, the *Journal of Jurisprudence*, has been moved to indignation by the law reporting in the daily newspapers. "It has been remarked," it says, "that a comic paper is nothing the worse of an occasional joke, and it appears to us that the law intelligence which we see in the morning papers would be nothing the worse of a little law. The law reports in the Scotch newspapers are utterly useless to professional men. If a new judge, who has not been long enough on the bench to have a roll, goes away in the forenoon—if a counsel who has been working half the night is five minutes late—the circumstance is sure to be duly chronicled. But when an important question of law is to be decided by the judges of the Inner House, it is perfectly safe to predict that the newspaper report will be a travesty of truth, and will exhibit an utter ignorance of the real points in the case." We cannot go so far as this last remark with reference to the London daily papers; we are bound, indeed, in fairness to say that many of the reports, especially in the leading journal, are, considering the limited time allowed to the reporters for preparation, remarkably clever and accurate condensations. But there is a kind of reporting, happily not very prevalent, which aims at giving what we have heard called "the babble of the judges." We all know the characteristics of this graphic style. Learned judges, in feeling their way to the decision of a case, often throw out suggestions for the mere purpose of hearing what is to be said upon them; or occasionally, by way of relieving the monotony of their work, perpetrate a paradox or a joke. These, together with the observations of counsel in reply, are all diligently garnered by the industrious reporter, and are reproduced next morning in the columns of the daily journal. Thus, to take an instance quite at random from a report which appeared in a daily journal this week, we find the following important consecutive judicial remarks recorded:—

"Mr. Justice ——.—Where is the authority for that?

[Two lines of observations by counsel.]

Mr. Justice ——.—But on what principle can you rest it?

[Three lines of observations by counsel.]

Mr. Justice ——.—We don't see that."

The encouragement given to this practice by the Tichborne case threatened, at one time, largely to extend the operations of the legal small talk chroniclers, but it would appear that either lack of public interest or lack of room has operated in the opposite direction, and we are not without hope that a time may come when judges may talk without finding a Boswell in the back benches.

The inequalities which arise in the distribution of business in the different courts of first instance in the Chancery Division, are exemplified by the present state of the business in the courts of Vice-Chancellor Malins and Vice-Chancellor Bacon. In the former, we believe, there are more than 100 effective causes waiting to be heard. In the latter court there is not enough business to occupy the judge during the whole of next week. This being so, of course the usual expedient of a transfer will be resorted to, and we may be allowed to suggest, in the interest of suitors, that the causes to be transferred should not be those most recently set down, but that those set down several months ago should obtain a chance of a speedy hearing. This, we should suppose, ought to be one of the main objects of a transfer.

THE NEW PRACTICE.

INTITULING THE WRIT IN ACTIONS FOR ADMINISTRATION.—The Clerks of Records and Writs request us to draw the attention of our readers to the following notice:—

"Considerable confusion having arisen in actions for administration of an estate, from the practice of adding, *after* the issue of the writ, a title 'In the matter of the estate,' &c., solicitors are requested, in all actions for administration, to intitule the writ in the following form:—

In the matter of the estate
of A. B.
Between G. H., plaintiff,
R. S., defendant.

It will thus be possible to index these actions in the cause-book under the name of the estate to be administered."

WRIT IN CREDITORS' ACTIONS.—It will be remembered that Vice-Chancellor Hall in *Cooper* v. *Blissett* (*ante*, p. 231, 24 W. R. 235), expressed an opinion that it is not now necessary for a creditor to sue in terms on behalf of the other creditors. A contrary view was taken by the Master of the Rolls on Saturday last in *Worraker* v. *Pryer* (22 W. R. 269), so that a difference of practice will probably prevail until the point has been settled. According to the form given in appendix A., part 2, s. 1, to the rules of court, the indorsement of claim on the writ need not show that the creditor is suing on behalf of any one but himself. But the Master of the Rolls, considering the indorsement as analogous in this respect to the old prayer for relief, did not think that the fact of its being unnecessary in the indorsement to show this was any ground for regarding it as unnecessary in the writ itself, and he differed from Vice-Chancellor Hall, who seems to have thought that the representative form was sometimes dispensed with even under the old practice. We apprehend that the safe course in these actions will be to express in the writ that the action is on behalf of the plaintiff "and all the other creditors" of the deceased.

CASES OF THE WEEK.

NEW EVIDENCE ON APPEAL.—We noted (*ante*, p. 151) a case of *Justice* v. *The Mersey Steel and Iron Company* (reported 24 W. R. 199), in which the Court of Appeal, on December 21, held that an application, under ord. 58, r. 5, for leave to introduce further evidence on the hearing of an appeal (which cannot be done on an appeal from a judgment after trial or hearing of any cause or matter upon the merits without the special leave of the court) is to be made at the hearing of the appeal, notice of the intention to make the application having been previously given to the other side. The court held that it was not necessary for the appellants to serve a formal notice of motion on the respondents with the view of obtaining the leave to introduce the new evidence before the hearing of the appeal. The rule thus laid down does not, however, seem to be yet known to the profession, for on Saturday, January 29, in a case of *Hastie* v. *Hastie*, in which notice of appeal from a decision of Vice-Chancellor Malins had been given, the appellant applied *ex parte* for the permission of the court to serve the respondent with a notice of motion asking the leave of the court to adduce fresh evidence on the hearing of the appeal. The court said, as they had said in the previous case, that the proper course was to give notice to the respondent of the appellant's intention to make the application at the hearing of the appeal, and that no leave of the court was required for the giving of that notice.

RESTRAINING PROCEEDINGS IN THE HIGH COURT.—The question has on several occasions since the 1st of November last arisen in the Court of Bankruptcy whether the power conferred on that court by section 13 of the Bankruptcy Act, 1869, of restraining, at any time after the presentation of a bankruptcy petition, further proceedings in any action, suit, execution, or other legal process against the debtor in respect of any debt provable in bankruptcy, has been taken away by section 24 of the Judicature Act of 1873. The registrars have, we believe, more than once decided that the power still exists, and this view was adopted by the Court of Appeal on Thursday, February 3, in a case of *Ex Parte Ditton*. Lord Justice James, indeed, thought the point almost too clear for argument. The 5th clause of section 24 of the Act of 1873 provides that "no cause or proceeding at any time pending in the High Court of Justice, or before the Court of Appeal, shall be restrained by prohibition or injunction." But by section 16 the jurisdiction of the London Court of Bankruptcy was transferred to the High Court, and by section 34, the business of the London Court of Bankruptcy was assigned to the Exchequer Division of the High Court. The Act of 1875, however, by section 9 enacts that the jurisdiction of the London Court of Bankruptcy "shall not be transferred under the principal Act to the High Court of Justice, but shall continue the same in all respects as if such transfer had not been made by the principal Act." Lord Justice Mellish pointed out that, if the power of restraining proceedings had been taken away from the Court of Bankruptcy, the result would be that, inasmuch as no power of administering the assets of a bankrupt is vested in the High Court, in very many cases, such as questions of fraudulent preference, the whole matter could not be disposed of in one court, and thus the very abuse which existed before the passing of the Act of 1869 would have been restored, and this would be entirely opposed to the spirit and intention of the Judicature Act itself. His lordship said that he believed the reason why the Act of 1875 had separated the London Court of Bankruptcy again from the High Court was this, that it had been discovered that the effect of the Act of 1873 would have been to deprive the London Court of the power of restraining proceedings in other branches of the High Court, while the county courts, as courts of bankruptcy, would have retained the jurisdiction. The Court of Appeal were unanimous in holding without any hesitation that the jurisdiction of the Court of Bankruptcy to restrain proceedings remains intact.

DEFAULT OF APPEARANCE—OLD SUIT.—On Thursday, January 27, before the Master of the Rolls, in a case of *The Provident Permanent Building Society* v. *Greenhill*, the facts were that a bill was filed in June, 1875, and duly served on the defendants, some of whom entered appearances. Interrogatories were afterwards served on all the defendants. One defendant entered no appearance and put in no answer. *Cozens Hardy* moved for directions how to continue the suit. He drew the attention of the court to the case of *Culley* v. *Buttifant* (24 W. R. 55, L. R. 1 Ch. D. 84), in which Vice-Chancellor Hall had decided that an answer in an old suit was not a defence within the meaning of ord. 29, r. 10, so as to entitle a plaintiff to move for judgment against a defendant in default. The Master of the Rolls said that this case was not like *Culley* v. *Buttifant*, because the defendant here was in default, not for failing to put in an answer, but for non-appearance. He ordered the suit to go on under the new practice. The plaintiff was to go on as if the the defendant had appeared (ord. 13, r. 9), and then the defendant would have to deliver a defence. If the defence was not delivered in time, the plaintiff was to set down the suit on motion for judgment, under ord. 29, r. 10, upon an affidavit of default in delivery of defence, and for all purposes the bill might be treated as a statement of claim.

CREDITORS' ACTIONS FOR ADMINISTRATION.—In a case of *Worraker* v. *Pryer*, before the Master of the Rolls on Saturday, January 27, which was an action brought by a creditor for the administration of the real and personal estate of a deceased debtor, and in which no statement of claim had been delivered, his lordship directed the writ of summons to be amended, on the ground that it was not expressed to be an action on behalf of the plaintiff "and all other the creditors" of the deceased.

SIGNATURE OF COUNSEL TO SPECIAL CASE.—On Thursday, January 27, before the Master of the Rolls, in a case of *Hare* v. *Hare, B. B. Rogers* applied to the court for a direction as to whether a special case under statute 13 & 14 Vict. c. 35 (Sir George Turner's Act), ought or ought not still to be signed by counsel. Section 10 of that Act enacts that every special case "shall be signed by counsel," but r. 3 of ord. 34 only says that a special case "shall be printed by the plaintiff, and signed by the several parties or their solicitors." Ord. 4, of the additional rules of 12th of August, 1875, says that this r. 3 shall apply to a special case under Sir George Turner's Act. The Master of the Rolls said the orders and rules had, by implication, repealed that part of Sir George Turner's Act which made signature of counsel necessary. The theory of counsel's signature was to keep the court free from scandal. It was at one time proposed that all the new pleadings should be signed by counsel, but then it was thought that the court could take care of its own pleadings, and that, looking at the innumerable petty actions in the Common Law Divisions in which counsel's signatures would be used if any general rule were laid down, it was best to dispense with it altogether.

ACCOUNTS AND INQUIRIES IN DISTRICT REGISTRIES.—In the case of *Walker* v. *Robinson*, an administration action commenced by writ issued out of the district registry at Bradford, the defendant not having appeared, the action was transferred to London (see 24 W. R. 137), and the plaintiff proceeded, under ord. 13, r. 9, as in default of appearance. A statement of claim having been filed, as provided in such cases (see ord. 19, r. 6), the action came on on motion for judgment before Vice-Chancellor Bacon on Friday, January 28. The application was for the usual accounts and inquiries and for the appointment of a receiver, and for leave to apply at chambers to appoint a new trustee. The plaintiff desired that the whole decree might be carried out in the district registry, but his lordship decided that section 66 of the Judicature Act, 1873, does not apply to such proceedings as the appointment of a receiver or a trustee. It was also asked that the fund might be paid into the Post-Office Savings' Bank at Bradford, but, as no precedent could be shown, that part of the application was refused. The learned judge allowed the accounts and inquiries to be taken in the district registry, but, as the appointments of receiver and trustee must take place in chambers, the plaintiff had the option to have the decree drawn up so as to proceed wholly at chambers.

NOTICE OF SETTING ACTION DOWN FOR JUDGMENT.—Before Vice-Chancellor Hall on Thursday, January 27, in a case of *Lowndes* v. *Thomas*, in which the defendant had made default in putting in an answer, *Freeling*, for the plaintiff, applied to know what notice of intention to set down the action on motion for judgment by default of pleading ought to be given to the defendant. He pointed out that ords. 29 and 40 are silent on the subject. The Vice-Chancellor said that ten clear days' notice should be given, by analogy to the ten days' notice of trial required by ord. 36, r. 9.

SETTING DOWN ACTION ON MOTION FOR JUDGMENT IN DEFAULT OF DEFENCE—REMOVAL OF ACTION FROM DISTRICT REGISTRY—ORD. 29, R. 10.—On Tuesday, February 1, an application was made before Hall, V.C., for an order similar to that made by Bacon, V.C., in *Walker* v. *Robinson* (24 W. R. 137), to remove from the district registry to London for the purpose of trial an action which the plaintiff was entitled to set down on motion for judgment under ord. 29, r. 10. The Vice-Chancellor held that it was not proper to remove the action for that purpose, as further proceedings might be required to be taken in the district registry; but his lordship directed the documents filed to be sent up to London for the purpose of the hearing, and intimated that the action might then be put in the paper for hearing without any further direction.

ADMINISTRATION SUMMONS—POWER OF DISTRICT REGISTRAR.—On Saturday, January 29, an application was made before Hall, V.C., in a suit of *Irlam* v. *Irlam*, under the following peculiar circumstances, as stated by counsel for the applicant:—The plaintiff had brought an action for execution of the trusts of a will, and the writ had issued and a statement of claim had been filed in the district registry of Liverpool. The district registrar held that he had no power to make an order for accounts and inquiries in the action, but considered that he was, by ord. 35, r. 4, invested with the power of a judge at chambers, and could, therefore, make a decree upon an administration summons. The plaintiff accordingly instituted a suit by summons, upon which the district registrar made a decree directing accounts and inquiries, and, the decree having been carried out, the district registrar ordered that the cause should be heard on further consideration in London. The Record and Writ Clerks, however, refused to set it down for hearing, on the ground of irregularity in the proceedings, and the plaintiff applied to the court for a direction to set down the cause. On the 1st of February the Vice-Chancellor said that he had taken time to communicate with the senior registrar on the matter, and had come to the conclusion that the proceedings hitherto taken were altogether erroneous. The district registrar had no power to make an administration decree. His lordship then made an order, under ord. 33, directing accounts and inquiries in the suit, and ordered the cause to be heard in London on further consideration upon the result of the accounts and inquiries being reported.

NOTICE OF MOTION TO SET ASIDE ORDER OF REFERENCE.—In the Queen's Bench Division on Monday, January 31, in a case of *Young* v. *Cox, Powell*, Q. C., moved the court for an order to set aside an order of reference and the award thereon. Cockburn, C.J., asked whether notice had been given to the other side under ord. 53, r. 4. It appearing that no such notice had been given, under the impression that it was not required, and that the time for giving it had expired, the court (Cockburn, C.J., and Blackburn and Lush, JJ.) stopped the application and gave leave for notice of motion to be given, saying that an order of reference was clearly a proceeding in an action, and therefore that a motion to set it aside must be made under ord. 53. rr. 3 and 4.

TRANSFER TO ANOTHER DIVISION.—In the Probate, &c., Division, on Tuesday, February 1, *Bayford* applied to Sir James Hannen, as president of the division, for his consent, under ord. 51, r. 2, to the transfer of the case of *Barr* v. *Barr* from the Chancery Division. It appeared that the Master of the Rolls had directed the transfer, the action being one for the appointment of a receiver and administrator pending a probate suit, and for an injunction to prevent other persons from intermeddling with the property. The president said that it would be very prejudicial to the interests of suitors if, after one judge had arrived at the conclusion that the transfer of an action was desirable, any other judge should throw a difficulty in the way. He, therefore, consented to the transfer, the action to be assigned to himself in accordance with ord. 51, r. 3.

COMMENCEMENT OF PROBATE PROCEEDINGS.—In the Probate, &c., Division on Tuesday, February 1, in *Dyke* v. *Shephard*, a suit by the Queen's Proctor for revocation of a grant of letters of administration obtained by a person claiming to be the sister of the deceased, *Gorst*, Q.C., moved for revocation of the letters of administration, and for a grant of administration to the Solicitor to the Treasury on proof of advertisements of the citation. The president of the division pointed out that the proceedings had been taken in the wrong form, since ord. 1, r. 1, provides that "all suits which have hitherto been commenced by bill or information in the High Court of Chancery, or by citation or otherwise in the Court of Probate, shall be instituted in the High Court of Justice by a proceeding to be called an *action*," while by ord. 2, r. 1, "every *action* in the High Court shall be commenced by a writ of summons," to be indorsed in the way provided. The motion was ultimately adjourned.

The offices of the Lord Advocate of Scotland have been removed from Spring-gardens to the Home Office.

Mr. Alexander Staveley Hill, Q.C., M.P., has been appointed a Deputy-Lieutenant for Staffordshire.

SUBSTITUTED PERFORMANCE OF CONTRACT UNDER THE STATUTE OF FRAUDS.

It may be that the extreme harshness of the decision in the late case of *Sanderson* v. *Graves* (23 W. R. 797, L. R. 10 Ex. 234) misleads our judgment; but we find great difficulty in believing that the decision is correct.

The plaintiffs had agreed in writing with the defendant to grant him a lease of certain premises, with a special stipulation that if he sold the lease for more than £1,200 he should pay the plaintiffs half the difference. In the course of subsequent negotiations the terms of the lease were slightly altered, partly in favour of the plaintiffs, and partly in favour of the defendant, and a lease was executed on these altered terms. None of the alterations had been reduced to writing; and as the jury found, the stipulation as to dividing the profits continued in force or was renewed up to the last. The defendant having sold the lease for £2,500, the plaintiffs sought to recover half the excess beyond £1,200, but were met by the objection that the agreement was within the 4th section of the Statute of Frauds, and that there was no memorandum in writing; the argument being that by the subsequent negotiations "the old agreement was entirely gone, and a new agreement arose, incorporating such parts of the old agreement as the parties did not choose to alter" (an argument founded on *Goss* v. *Lord Nugent*, 5 B. & Ad. 58, and *Marshall* v. *Lynn*, 6 M. & W. 100), which new agreement not being in writing could not be enforced. To this argument the court acceded, except, indeed, that Amphlett, B., held that if it had appeared from any recital in the lease or other written evidence, that the lease actually granted was in substitution for that mentioned in the original agreement, the stipulation in question might have been enforced. But this was in effect to concede the proposition on which the rest of the court proceeded, for if there had been such a written statement, then, *ex hypothesi*, the Statute of Frauds would have been satisfied, and there would have been no question to argue.

The ground of the judgment is not so fully and explicitly stated as could be wished. The difficulty seems to be this. The plaintiffs were suing on the defendant's agreement to pay over half of what he made by the lease beyond £1,200. That was a term of the original agreement. But it was impossible to prove exact performance on the plaintiffs' part of the original agreement, because, in fact, it had not been carried out, but a lease had been granted on different terms than those originally agreed upon; it was in some particulars a different lease, though of the same premises. On the other hand, the plaintiffs could not rely on any new agreement, because it was not in writing. Therefore they were driven to say that there was no new agreement, and in fact they declared on the old agreement, and averred the performance of conditions precedent. Strictly, it was impossible they should recover on this declaration, for they could not prove this averment; and the question came to be whether they could have recovered on a declaration averring that the defendant accepted the lease on the new terms in lieu of a lease on the terms originally agreed upon. No question of pleading was raised, and no amendment was asked for; but the judgment proceeds on the same footing as if such an amendment had been made, for it proceeds on the examination of whether there could be such a substitution of performance without a new agreement.

Now there is no doubt there may be a waiver of conditions precedent, and it is not disputed that this may take place with contracts under the Statute of Frauds. *Leather Cloth Company* v. *Hieronymus* (23 W. R. 592, L. R. 10 Q. B. 140) is a strong instance of such a waiver in the shape of substituted performance, and in the present case Bramwell, B., admits "there may be a waiver, not in writing, of part performance, which is not the whole consideration, but," he adds, "that is not the case here." His argument, however, goes to show that there can be no such waiver, for it goes on this—that one performance can only be substituted for another by the agreement of the parties, and that in a contract all the things to be performed by one party are the consideration for all to be performed by the other. But if so, then every waiver is a variation of the contract, and there can be no waiver without a new contract. But surely there is a confusion here between promise and performance. The mutual promises support one another, and together constitute the entire contract, but performance relates, not to the contract itself, but to the fulfilment of it. And waiver relates to performance. Waiver has no effect till it is acted upon; when it is acted upon it becomes equivalent to performance. It has the same effect with respect to performance that accord and satisfaction has with respect to breach. If the fulfilment of the promise may be infringed upon by waiver, to what extent may this go? Not, Bramwell, B., says, to the whole consideration. But what does this mean? Whole in the sense that every part is the same, or whole in the sense that no part is the same? The contract itself shows that the former cannot be meant, though the logic of the argument seems to require it. But if the latter is meant, how can it be said that the whole consideration was waived, when it was only changed in some few particulars. We cannot but feel great misgivings as to the soundness of the judgment on this point.

But there is another ground on which, with reference to the finding of the jury, it would seem possible to have supported the plaintiffs' right of action. Is it clear that a contract that if you will execute a lease to me I will, on a contingency, pay you a sum of money, need be in writing at all? *Morgan* v. *Griffith* (19 W. R. 957, L. R. 6 Ex. 70), *Erskine* v. *Adeane* (21 W. R. 804, L. R. 8 Ch. 756) and *Angell* v. *Duke* (23 W. R. 307, L. R. 10 Q. B. 174), seem authorities to the contrary. If, then, the original contract was rescinded, what was there to prevent a new contract arising which required no writing? The jury found that the promise to share the profit was continued or renewed. Why, then, might it not have been taken that, the original contract having been abandoned, the defendant did promise the plaintiffs that if they would execute the lease, which they did execute, he would pay them half the profit he might obtain? There seems good reason to say that such a promise might well have been sustained.

On Wednesday last the Master of the Rolls announced that as the present practice of fixing days for the hearing of causes with witnesses was producing the greatest inconvenience, he should fix no more days, but give two days in every week to the hearing of such cases. There would be two distinct cause lists in future, and causes with witnesses would be heard on Tuesdays and Wednesdays until further orders.

In a revenue case of *Jepson* v. *Gribble*, heard on Friday, January 28, before the Exchequer Division, the *Times'* reporter says the Attorney-General, after stating that formerly the judges used to sit in Serjeants'-inn to hear these cases, proceeded to quote from the reports of the Inland Revenue, from which office a gentleman used to attend and state the case on both sides impartially. Baron Huddleston said:—"These cases are doubtless accurate, but they do not give the arguments or judgments as do our authorized reports. I doubt if they are admissible."

The *Academy* says that Messrs. Rivingtons will shortly bring out the "Principal Ecclesiastical Judgments" delivered in the Court of Arches from 1867 to 1875 by Sir Robert Phillimore. Speaking of the emoluments of his office, Sir Robert makes the following statement in his preface: "The office, though that of the highest ecclesiastical judge in England, was, during my tenure of it, one of much honour, but really of no emolument. I do not think that in 1872 I had received enough to pay the expenses incident to my appointment in 1867. The emolument was, in fact, a very few pounds a year."

Recent Decisions.

ARBITRATION.

(*Lewis* v. *Rossiter*, Ex., 23 W. R. 833.)

Of the numerous points raised in this case it may be useful to refer to the following:—Under a submission which referred a cause and all matters in difference, with "power" to the arbitrator to decide all matters and questions, to do justice between the parties, and to order what should be done, the arbitrator, acting under the "power," gave a direction which was held to be bad, on the ground that it directed sums to be paid to the plaintiff at future periods in respect of future injury to premises in which, before the day of payment, he might have parted with his interest as lessee (see the not very intelligible case of *Barnardiston* v. *Fowler*, 10 Mod. 204). The question then arose, whether this excess vitiated the award. On the ground that the power was discretionary, so that the arbitrator could not be said to have failed to decide anything which he was bound to decide, it was held not to make the award bad, upon the principle so well expressed by Willes, C.J., in *Canoles* v. *Fuller* (Willes, 62), "An award may be good in part and bad in part, that is, bad as to the matters that are not within the submission and good as to the rest, provided they are entire and distinct, and do not at all depend upon the matters awarded which are not within the jurisdiction." Further, an objection was raised by plea that the award did not settle all matters in difference, and that there were other matters in difference between the parties still undetermined. The plea was held bad for not showing that the alleged matters in difference were brought before the arbitrator, and that he refused to determine them. This is clear; but yet it is well for arbitrators to take notice of it, because it is often their practice under such submissions to ask whether there are any other matters of difference, under the impression that their award will be bad if there should be such, though not brought to their notice, and in this way they sometimes create an unnecessary embarrassment for themselves by setting the parties on questions they would never otherwise have thought of. Thirdly, the question arose whether the award was not bad for awarding costs of the cause and reference without specifying the amount. As the costs of the cause could be taxed in the county court, and those of the reference in the Queen's Bench, of which the submission was to be made a rule, the difficulty which arose in *Winter* v. *Garlick* (1 Salk. 75) was evaded. But Bramwell, B., expressed some doubt as to whether, if this had been otherwise, the arbitrator was bound to tax the costs himself. Every doubt expressed by that learned judge is entitled to great respect; but yet we should not think it safe to act upon his suggestion, for the obvious reason that such an award would leave something undefined which there is no regular machinery to determine, and which can, therefore, be only settled by a fresh inquiry in a new proceeding.

LIABILITY OF RAILWAY COMPANY AS WAREHOUSEMEN.

(*Mitchell* v. *Lancashire and Yorkshire Railway Company*, Q.B., 23 W. R. 853, L. R. 10 Q. B. 256.)

The position of carriers, and particularly of railway companies, after the transit is ended, and a reasonable time for removal has elapsed, has been the subject of frequent consideration, and that their liability does not exceed that of mere warehousemen has been long firmly established. But the special terms of the advice notes in which they seek themselves to define their position and liabilities have not hitherto come before the courts. In the present case the defendants sought to absolve themselves from all liability for damage to goods allowed to remain exposed to the weather by the terms of an advice note, which stated that the goods "are now held by this company, not as common carriers, but as warehousemen, *at owner's sole risk*, and subject to the usual warehouse charges." But the court declined to give more force to the words than that of expressing that the defendants no longer held the goods, as common carriers, *at insurer's risk*; they remained, therefore, still liable for negligence.

LIABILITY OF FURNITURE REMOVERS.

(*Scaife* v. *Farrant*, Ex.Ch., 23 W. R. 840, L. R. 10 Ex. 358.)

Having regard to the expressions used in *Liver Alkali Company* v. *Johnson* (20 W. R. 633, L. R. 7 Ex. 338)—this case will attract more attention than it would otherwise have merited. The defendant carried on the now common trade of undertaking the removal in his own vans, or "by road and rail," of furniture, &c. Apparently, he always did this under a special contract, and in the memorandum, which formed his agreement with the plaintiff, he expressly agreed to undertake the "risk of breakages not exceeding £5 on any one article." On the construction of this contract, and particularly on this term of it, the Court of Exchequer Chamber, affirming the decision of the court below, held that he did not take the plaintiff's goods on the terms of a common carrier, and was not, therefore, liable for the destruction of the goods by fire, during their transit by rail, and without any negligence on his part. It became therefore unnecessary to consider, what would have made the case of a more general importance, whether, apart from this special stipulation, he would have been liable as a common carrier; but it is to be noticed that the inclination of opinion in the court was opposed to this view.

Reviews.

LAW OF TORTS.

Leading Cases on the Law of Torts determined in the Courts of America and England; with Notes. By Melville M. Bigelow, Little, Brown & Co., Boston. Sampson Low & Co., London.

The original work of the late Mr. J. W. Smith in two thin volumes (whose dimensions we regretfully compare with those of succeeding editions), itself probably suggested by the celebrated reports of Saunders with their superincumbent strata of notes, has been followed by a series of similar works which testify to the convenience of the form adopted. The present work is of the same class, and it deserves to be known to English readers. Its scope is, as the title indicates, more limited than that of Smith's Leading Cases; but within its limits, the treatment is more full and systematic. We are not sure that we understand the principle on which the sequence of the groups of subjects is based, and if it were proposed as scientifically accurate, we think it could not be accepted; but that in a work of this nature is of secondary importance, provided that each group is sufficiently complete within itself, and that taken altogether they cover the whole field. And this condition is, we think, fulfilled.

Comparing the work as a whole with Smith's Leading Cases, the difference is to be noticed that, from the more systematic character of the design, each leading case or group of cases, with the notes, forms a tolerably complete summary of one distinct branch of the law, while in *Smith* the leading case, with its note, is often rather an illustration of and comment upon a single point than the summary of a general topic. For the same reason more scope is given to the discussion of the principles of the law, and this, perhaps, considering the nature of the work, is sometimes in excess. It is also a feature of great interest, and we think also of great value, that the note is in each case introduced by an historical sketch of the branch of law illustrated. We say of great value, be-

cause, though, as the author truly observes, the merely practical lawyer will pay but slight attention so it, it is not only welcome to those who have some interest in law beyond that of the present moment, but also furnishes to those who will take the pains to study it an important leading thread in interpreting the course of decision, and in estimating the tendency and the limits of the doctrine which the decisions have established.

The first division of the work comprehends the four groups of Deceit, Slander and Libel, Malicious Prosecution, and Conspiracy; the first three evidently connected by the common element of falsehood, the last apparently added from its close historical connection with the third. The first of these groups has for its sub-groups, Misrepresentation, Slander of Title, and Infringement of Trade-Marks. The topic of misrepres entation exhibits in the historical portion the curious and interesting fact that it is probably the first known form of an action on the case. The author, however, by no means loses himself in antiquarian investigation, but brings down the law on the subject clearly and correctly to the latest date. As might be expected he canvasses the recent conflicting decisions as to the extent to which a principal is liable for the fraud of his agent, and inclines strongly against the tendency of those cases which are in favour of enlarging that liability. But, although much of his comment on the decisions is just and appropriate, we cannot assent to the correctness of his reasoning at pp. 33, &c., where he appears to us to lose sight of the fact that no one has ever asserted that the liability of the principal can extend to frauds committed by the agent otherwise than in matters within the general scope of his agency.

The head of Slander and Libel is again divided into three groups, the first relating to what is in itself (that is, apart from privilege) actionable, the second relating to malice in law, the third to malice in fact, under which head the doctrine of privileged communications is placed. Notwithstanding the ingenious historical speculations which are presented under the second head, we cannot concur with the view which the writer seems to indorse, that the element of malice can safely be eliminated from the definition of libel, or that the words "not uttered on a justifiable occasion" would be an adequate substitute. It is sometimes lost sight of that the discussion as to implied malice relates only to a portion of what is contained in the averment that the written or spoken words were uttered "maliciously," that is, to the existence of a malicious purpose in the utterer. But, in fact, the averment extends also to the quality of the words used, and requires that they should be in their nature maleficent. To assert that a man is only 5ft. 11in. high may be false, but cannot, except under very peculiar circumstances, be maleficent, and therefore not in a legal sense malicious, nor, therefore, libellous. But if words be in their nature and circumstances maleficent, then, as every man must reasonably be assumed to know the natural and direct consequence of his acts, it is good sense to say also that they are also malevolent, and hence also malicious, unless some of those circumstances exist which, under the name of privileged occasions, give a sufficient reason for their utterance without requiring that motive to be supposed. We may notice, with respect to the head of privilege, that, notwithstanding some attempts to restrict it within very narrow limits, it appears to have secured in America a tolerably wide range, exceeding, we think, in respect to circulation in the press, what would be conceded here. It is somewhat odd that under this head no reference is made to the important case of *Philadelphia, Washington, and Baltimore Railway Company* v. *Quigley* (21 How. 202), or to *Lawless* v. *Anglo-Egyptian Cotton Company* (17 W. R. 498, L. R. 4 Q. B. 262), which followed it, and which relates to the privilege attaching to communications between directors and shareholders in reference to the affairs of the company.

The two remaining groups under this division (Malicious Prosecution, including Abuse of Legal Process, and Conspiracy) are interesting chiefly for the historical introduction, for the contents of which we must refer our readers to the volume. We observe, however, that a distinction appears to be taken in some American cases between prosecutions importing and not importing infamy; the distinction does not seem a reasonable one, and is contrary to the authority of *Jones* v. *Gwynn* (10 Mod. 214), which was decided on very good grounds.

The analysis which we have given of the first division will be a sufficient illustration of the plan and structure of the work, and of the method of its execution, which appears to us to be good throughout, though, as a matter of course, not always equally good. For instance, on the question of a master's right to sue for an injury which causes the death of his servant, the author cites a very unsatisfactory and superficial *dictum* of a text-writer, and omits to refer to the case of *Osborne* v. *Gillet* (21 W. R. 409 L. R. 8 Ex. 88), which, whether right or wrong, is a direct decision on the point. Sometimes the style becomes more rhetorical than suits a legal treatise, especially a collection of annotated cases, as upon the subject of service in an action for seduction, and the mother's right to sue for the seduction of her daughter. In explanation of this, however, we may observe that in actions of this class, where a parent sues, service is construed in America even more loosely than here, and is, indeed, by the preponderance of authority, reduced to a purely constructive one, and held to be even consistent with an actual service elsewhere, unless, at least, the parent is a party to the contract under which such actual service takes place.

There are some other passages on which we should venture to differ from the author's views, but to discuss difficult points would be beyond the scope of this notice. There are also some passages where the language is carelessly incorrect, but these will no doubt be corrected by the author in any future edition, and the mistake is in most cases, if not in all, too obvious to mislead.

We can only notice briefly two further points. Under the heads of Trespass and Conversion, the historical comment will naturally be looked for with interest, and it will well repay perusal. The law of Negligence, on the other hand, is, practically speaking, of recent creation, and, like other modern writers, Mr. Bigelow has devoted much space and attention to its analysis and development. In a subject where no one has succeeded he has, perhaps, done as well as any other, but in this difficult and controverted region the reader will probably find more than elsewhere of matter which he will challenge as doubtful. In his discussion on the provinces of the court and the jury, we cannot think that the author, though ingenious, is successful in his analysis, or indeed, to our apprehension, altogether intelligible; what he says must be taken with caution, but is nevertheless useful and profitable reading for those who will study it with care and attention. Upon the whole, this difficult subject is, we think, well mapped out; but to examine it in detail would lead us too far.

In commending this book, as we do, to the notice of our readers, we can further promise them an unusual degree of facility in making themselves acquainted with its contents; for the print of the double columns is, we think, the most easy and agreeable we have ever met with in this often troublesome and perplexing form of arrangement.

THE AGRICULTURAL HOLDINGS ACT.

THE LAW OF COMPENSATION FOR UNEXHAUSTED AGRICULTURAL IMPROVEMENTS, AS AMENDED BY THE AGRICULTURAL HOLDINGS (ENGLAND) ACT, 1875; WITH THE STATUTES, ORDERS, AND FORMS. By J. W. WILLIS BUND, M.A., LL.B., Barrister-at-Law. Butterworths.

Mr. Willis Bund explains in his preface that his object is to make his book "not so much a legal treatise as a practical guide to those who will have to carry out the Act"; hence he has not referred to cases or dis-

cussed the more abstruse points arising under the Act. We think this design has been well accomplished. The provisions of the new law are, on the whole, accurately stated, and are so clearly explained that the unprofessional reader will find it easy to understand their meaning and effect. Although the author does not profess to discuss the difficulties arising upon the Act, he cannot avoid an occasional reference to them. Thus (p. 96) he notices the necessity which the Act will impose upon purchasers to search for charges upon the holding, and he draws attention (p. 77) to a matter relating to the procedure in assessing the compensation which we have not seen remarked upon elsewhere. It will be remembered that under section 36 the county court judge, on hearing the appeal from the decision of the referees, may either decide the case at once or remit it to the referees to re-hear. "It would seem," says the author, "that the judge must remit the case to the *same* referee, referees, or umpire, for there is no power to direct the case to be sent to any new referee or umpire. When the matter has been re-heard it would seem that the parties have the same right to appeal as before, and must go through precisely the same steps as in an original appeal." Our readers may usefully add this observation to the remarks recently made in the columns of this journal on the prolonged proceedings in which a landlord who allows the Act to come into operation may find himself involved. One of Mr. Willis Bund's observations appears to us, however, to be more startling than sound. He suggests (p 85) that it is possible the 51st section, relating to notice to quit, may be held to be applicable to *all* tenancies from year to year. We think that the words of the 58th section are conclusive against this view. "*Nothing in this Act* shall apply to a holding that is not" agricultural or pastoral, cannot, it seems to us, by any judicial perversity, be construed to mean that something in the Act—viz., section 51—applies to a holding that is neither agricultural nor pastoral. The author's judgment of the Act (p. 3) is that it "is far from being either a complete or satisfactory solution of the question. . . . As a foundation for future legislation—the thin end of the wedge—it is most valuable; as a solution of the question, almost worthless."

In conclusion we may point out one or two small inaccuracies which should be corrected in the next edition. On p. 10 it should be stated that the two years during which a third-class improvement remains unexhausted count from the *end of the year* in which it is executed, and not from the time of execution of the improvement. On p. 15 it should be stated that the sum payable in respect of a second-class improvement is the sum *properly* laid out, not, as stated, the "original sum." We should add that Mr. Willis Bund gives a chapter on compensation by the custom of the country, containing a list of the customs and the places where they prevail, and that in an appendix he prints the Act in full, and provides a series of useful forms.

THE AGRICULTURAL HOLDINGS ACT; WITH EXPOSITION, APPENDIX, NOTES, AND FORMS. By HENRY WINCH, Barrister-at-Law. Stevens & Sons.

Mr. Winch's plan is to group and print in full the provisions of the Act, commencing with those relating to its application, then giving separately those relating respectively to the first, second, and third classes of improvements, and afterwards the miscellaneous or collateral provisions of the Act. To each group of sections, there are appended a few terse explanatory or critical remarks. Most of these are sensible and practical. But for professional readers the portions of the Act relating to procedure should have been more fully discussed. The only sections on this subject which are grouped are sections 20, 21, and 37, Mr. Winch apparently assuming that the landlord and tenant will agree as to the amount and mode of payment of the compensation. The Act is printed in full at the end of the book, and some forms are given in an appendix.

LEGAL INSTITUTIONS AND PROCEDURE IN THE UNITED STATES.

SAN FRANCISCO, CALIFORNIA, Dec. 1.

From the sketch given last week it will be seen that the State and the United States courts work side by side, a perfect line of demarcation existing between them, and each system of jurisprudence being perfect in itself. Inasmuch as there is nothing in the circumstances of Great Britain to necessitate any institution similar to the United States courts, it will be best for me to confine my observations to the State courts only.

The business of the Supreme Court is enormous, and if ever justice was brought home to the people it is so here. The Supreme Court, excepting in a few cases of *habeas corpus*, *mandamus*, &c., hears nothing but appeals. The litigation in the district courts is also enormous. Small amounts are, however, seldom litigated, unless some principle is involved. This probably arises from the system which prevails here as to costs—a system which almost every one, clients as well as attorneys, is satisfied with, and which I commend to the consideration of your readers. As between party and party, only actual disbursements are recovered as costs, except in the case of litigation in the city and county of San Francisco, in which case five per cent. on the amount recovered, not exceeding, however, £20, is added to the disbursements. Thus the expense of litigation is small. The court fees are very low. £2 or £3 for court fees will carry nearly every case to judgment, and much less where the judgment is by default. Witnesses' fees are only 8s. per day. As between the attorney and his client there is no such thing as a taxation of costs. There is usually an agreement for a lump sum; or if the matter is litigious, a sum is agreed upon to be paid by the client in any event, with a further fee if successful. Sometimes attorneys are paid a yearly fee for all ordinary matters. In case nothing is agreed as to amount, the attorney is entitled to be paid a "reasonable" sum. This is not limited as with you, but varies according to the weight of the matter, the position of the attorney in the profession, &c., &c. If the client and attorney cannot agree, the ordinary process of trying a cause to assess the amount must be gone through. There are no taxing masters; public opinion in the shape of a jury is the best judge of what is fair; but an action for fees by an attorney is a most uncommon occurrence. If such a suit is brought the costs are small—much smaller than the costs of taxation in England, owing to the circumstances I have mentioned above. In some litigation, for instance, administration of estates and partition suits, the attorney's fee is fixed by the judge. Your readers will not have forgotten that this mode of dealing with the matter in England was suggested in your columns some twelve months or so ago. I do not think it was then known to your readers that such a system was actually in vogue anywhere; but I find that here it was adopted years ago, and is a perfect success.

As to the judges and counsel—it is often the fashion out of the United States to represent both the bench and the bar as being very inferior to the English, nay, owing to one or two disgraceful cases in the Eastern States, the bench is said to be corrupt. Now, it must be borne in mind that there are always hundreds, nay thousands, of judges in the United States, and if you take any class of men which numbers even hundreds, you are sure to find some bad ones amongst them. Such instances are extremely rare. In New York the only judge there who was corrupt that ever I heard of, was kicked out and punished, and amongst the many hundreds now on the bench in the different States there may be one or two who deserve the same treatment, but there certainly is not one in this State. From the highest to the lowest, they all bear the character of being honourable, high-souled men, mostly good lawyers, and the country judges, on an average, are far superior to an average English county court judge, and are almost always men of large legal experience.

All the State judges are elected; and it is the fashion in Europe, and also in this country, to abuse that system. It may not be a good one, but in practice it seems quite as good as yours. Whether the judges are appointed or elected the main object to be attained is that fit men should get seats on the bench. Now at every election

the different parties appoint committees to nominate the candidates whom the party is to support. Usually the Republicans nominate Republicans, the Democrats, Democrats, the Independents, Independents, and so on, but the public here recognize the necessity of having good judges. So that if a judge has served a term and behaved himself, his name will generally be found on the tickets of all parties. At the last election in this city a few weeks back only one judge was unseated, and he had never been elected before, but had been appointed by the governor, under a special power, to fill a vacancy. Practically, therefore, a judicial appointment is permanent so long as the occupant conducts himself properly. The judges of the Supreme Court hold office for ten years, district judges six years, county judges four years, and justices of the peace two years. One result of the elective system, which is certainly a pleasant one, is that the most remarkable courtesy and consideration pervade the conduct of the bench towards the bar. A judge to-day may be a counsel to-morrow, and *vice versa*. Therefore it is to the interest of all concerned that pleasant relations should exist. It is a great advantage that, excepting amongst a very small proportion of the profession, it is deemed low and unprofessional to take any advantage of a brother professional man. You may fight about the real points involved in a case as much and as hard as you like, but woe betide you if you seek to take a dirty advantage! Rules of practice are looked upon as guides to indicate the steps to be taken and the mode of doing things, and not as traps to catch an opponent who may have accidently overlooked something. So long as a man behaves like a gentleman in the strictest sense of the word, it is not only easy to get along, but brother-lawyers cannot make things too pleasant for you in business, such is the good professional feeling which exists here, and there are seldom any quarrels, simply because every one feels constrained to be courteous.

With regard to the procedure here it is very simple. There are only two pleadings on each party's side, complaint in simple language and demurrer to answer, and answer, also in simple language, and demurrer to complaint. There is no replication, so that if the answer is a plea in confession and avoidance, the defendant must at the trial come prepared to prove the whole of it. Theoretically, this is a defect, and I think, in common with a good many others here, that it is so practically; but the evil is a good deal modified by the rule which requires that the answer be verified on oath if the complaint is. Little attention is paid to forms, "we don't go a cent on them." Your readers may be interested to learn that the process of foreign attachment is in full force, and is looked upon as a very good thing. It may be oppressive in a few cases, but its advantages are considered to far more than counterbalance any disadvantages which may arise under it. By the code of civil procedure, the clerk of the court must issue an attachment upon receiving an affidavit by or on behalf of the plaintiff, showing that the defendant is indebted to him upon a contract express or implied for the direct payment of money, and that such contract was made or is payable in this State, and that the payment of the same has not been secured, &c., or, if secured, that the security has become valueless; or, that defendant is indebted to plaintiff, and is a non-resident of the State, and that the attachment is not prosecuted to hinder, delay, or defraud any creditor of the defendant.

Besides the process of attachment and the usual process of arrest on mesne process, there is a mode of claiming and obtaining delivery of personal property at the commencement of suit which, though well known here, is probably quite new to you. The plaintiff in any action to recover possession of property may, at the time of issuing the summons, or at any time before answer, file an affidavit showing that he is the owner, and entitled to possession, of the property, that it is wrongfully detained by defendant, and the alleged cause of the detention thereof, according to his best knowledge, information, and belief, and that it has not been taken for a tax, fine, &c., or seized under an execution or attachment against plaintiff's property, or if so seized, that it is, by statute, exempt from seizure. Upon receipt by the sheriff of this affidavit, and an undertaking with two sureties as to damages, he takes the property. The defendant can except to the sufficiency of the sureties within two days, and they must justify, but in default of successful exception, the sheriff hands over the property to the plaintiff, unless the defendant claims a return of it, which he can do upon giving proper security.

The idea here is that a plaintiff, in every case where it is practicable, should have an opportunity, if he is willing to pledge his oath to the claim, of getting some security or certainty of getting the fruits of his proceedings, if successful. You are probably aware that execution lies against real as well as personal estate, and the sheriff must, under a *fi. fa.*, sell a freehold just as he can tables and chairs; in fact, in many cases, better, for the law here exempts a homestead and certain chattels from execution.

There is no dissatisfaction with the system of attachment, claim and delivery, &c.; there are minor alterations made in the code at every session of the Legislature, but it has never—of late, at all events—been suggested that these remedies should be taken away; and besides these there is a "mechanics' lien" law here which seems quite permanent, and under which unpaid workmen, &c., can enforce their claims against real estate.

The system is much strengthened and aided by the laws as to recording deeds, &c., which enable constructive notice to be given to all the world of any attachment, lien, &c., by merely registering a document. This will be a point for you in carrying out your new system of land transfer.

As to the codification of the law—this is, I believe, the only State which has a complete code, that is, a code applicable to every branch of law, practice, and politics. But I am bound to say, excepting as to the procedure code, it is a very doubtful success. It certainly is far from embodying all the principles of law, and the consequence is that those who want to find out what the law is are compelled to study one book more than they otherwise would. That it is not possible to perfect a code which shall be a complete substitute for all common and statute law, up to a certain time, I by no means assert, but nothing like that has been accomplished here, and this stands confessed on the face of the codes themselves. Our Civil Code is taken from the suggested New York Civil Code, which the Legislature of that State has always hesitated to pass into a law. The codes here are moreover not well executed. For instance, there is a volume called the "Penal Code," but penal enactments are to be found scattered over other parts, and experience shows that the different parts want a thorough re-arrangement and systematic cross-references to be even a safe guide.

In conclusion; a learned Baron of the Exchequer (now retired) at chambers once said, "Does a plaintiff ever get the fruits of his judgment?" This shows what he thought was the practical utility of your old system, which, notwithstanding the numerous changes, does not seem to have made litigation any cheaper. Here, it does not cost much to get a decision, and, when obtained, it is quite unusual for the loser not to pay. Would it not be worth the while of your legislators to ascertain how at and why this is?

Mr. Henry Mather Jackson, Q.C., M.P., has succeeded to a baronetcy by the death of his father, Sir William Jackson, of Birkenhead Manor. The new baronet was born in 1831, and was educated at Harrow, and at Trinity College, Oxford, where he graduated second class in classics in 1853. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1855, and he became a Queen's Counsel in 1873. He practises in the court of Vice-Chancellor Bacon. Sir Henry Jackson unsuccessfully contested Birkenhead in the Liberal interest in 1865, and in 1867 he was elected M.P. for Coventry. He was unsuccessful at the general election of 1868, but he regained the seat in 1874.

In a case of *Taylor* v. *Taylor*, before the Master of the Rolls on Tuesday last, *Ince*, Q.C., for the defendant, applied that a summons, about to be heard by the judge in chambers, might be adjourned into court, because the parties wished to have the assistance of Queen's Counsel, and it was understood that Queen's Counsel were not at liberty to appear before the judge at chambers. The Master of the Rolls remarked he knew of no such rule, and there ought not to be any such rule, for suitors were entitled to the best assistance they could get. He believed that some judges of the Chancery Division objected to be attended by counsel in chambers, but he, for his part, was always delighted to see them there, for he found that cases in which counsel appeared were always more quickly disposed of.

Societies.

LAW ASSOCIATION.

The usual monthly meeting of the directors was held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the following being present, viz.:—Mr. Desborough (chairman), and Messrs. Lovell, Masterman, Nisbet, Sawtell, Scadding, Sidney Smith, Thomas, and Boodle (secretary). A grant of £50 was made to a member who is in a very bad state of health and unable to attend to business, and two grants amounting to £20 were made to the widow and family of two non-members. Two new members were elected, and other general business was transacted. The secretary having reported the death, on the 27th ult., of Mr. Samuel Steward, one of the treasurers, a resolution was unanimously passed recording the sense of the board of the loss which the association has sustained by this sad event.

LEGAL PRACTITIONERS' SOCIETY.

A general meeting of this society was held on Tuesday evening in the hall of Clement's-inn. Mr. Charley, M.P., presided.

The CHAIRMAN said that though the society had only been shadowed forth within the last two years it had already achieved a recognized position in connection with the legal profession, for it supplied an admitted want. No existing legal society covered exactly the same ground. It did not interfere with existing organizations, but rather tended in its operation to gather their scattered forces into a common focus. Its parliamentary committee had succeeded in inducing the Legislature to sanction a portion at least of the measures promoted by the society, and it was hoped the coming session would not be barren of result. The 12th section of the Attorneys and Solicitors Act was entirely due to the society. It was very unfair that protection should have been extended to medical practitioners long ago and should have been denied to legal practitioners. That enactment had since its passing been enforced by various law societies throughout the country, notably at Bristol and Stockport, where a sham solicitor had been prosecuted, and, in default of goods on which to distrain for the full penalty of £10, sent to gaol for two months, to ruminate over his indiscretion. He believed the moral effect of that enactment would be greater even than its legal effect in inducing unqualified practitioners to refrain from their illegal acts. An enactment passed also by the parliamentary committee of the society last session, called the Legal Practitioners Act, enabled a solicitor, when his client attempted to evade payment of his costs, charges, and disbursements, to sue him, by leave of a judge, within the statutory month. The successes of the society had led to some little embarrassment, for they had been all in favour of solicitors. The experiment of bringing together barristers, solicitors, and law students to discuss the burning questions of the profession had not been very successful, and he feared would be as unsuccessful in the future as in the past. He regretted the fact, and especially he regretted that the bar had not shown more interest in the project for forming a representative body, because unless a council of discipline was established for the bar something on the model of the Parisian *conseil* or the Scotch, council, he was afraid Parliament might very possibly take the reform of the bar in hand and deal with it in a somewhat drastic manner. He would suggest whether it might not be advisable to divide the society into two sections, one representing the solicitors and the other the bar, conferences taking place from time to time between the representatives of each. Another question which it might be worth while to consider was, seeing there were only 3,000 barristers and 12,000 solicitors, whether they might not adopt the ecclesiastical system of voting by orders, a certain proportion of each being necessary to carry any question affecting the interests of both.

The HON. SECRETARY (Mr. C. Ford) then read the report of the parliamentary committee, which referred mainly to the Bill promoted by the society last session, and to the practice of barristers holding briefs to which they could not attend. Mr. Norwood, M.P., having announced his intention of re-introducing his Bill of last session for dealing with this matter, the report expressed a desire that the question might be amicably arranged in a manner advantageous to the public and to the whole of the legal profession.

Mr. GORDON, M.P., moved the adoption of this report. He was present, he said, as a member of the lower branch of the profession, who, having a seat in the House of Commons, desired to do everything he could in that capacity in the interests, not only of the branch to which he belonged, but of the profession generally. He had been struck by the last part of the programme of the society, namely, the supervision and initiation of legislation, when he had been asked by their president last session to put his name on the back of the Bill which had been passed into law. It had struck him as a remarkable fact that, though there could not be a doubt of the interest of the public in maintaining the respectability, character, and high position of all classes of legal practitioners in both branches, it had been impossible to instil into the mind of the then Solicitor and present Attorney-General, Sir John Holker, that there was any public advantage to be gained from the clause, which they had been obliged to throw over in order to save the rest of the Bill. He thought they had been very badly treated in that matter, for all attempts to induce Sir John to state his objections to the clause had failed; all that could be got out of him was that he would consider it; but nothing had come of that consideration, and the Bill had to be passed in an emasculated state. They were met to discuss questions affecting both branches of the profession. His friends of the higher branch would not think him disrespectful in saying that from old habit, prestige, and ideas they had got into the way of looking down upon solicitors as an inferior branch. It was one of those old prejudices which he trusted in time would die out; for without instituting comparisons in regard to qualifications, character, and position, he would claim that solicitors could hold their own. He was of opinion that it was desirable to keep the two branches of the profession distinct, and that a rigid etiquette should prevail. During his many years' experience he had seen the etiquette formerly prevailing broken down in many respects. He could recollect when no solicitor delivered a brief without paying the fee along with the brief. The result of the relaxation which now obtained was that a certain class of solicitors knew a certain class of barristers to whom they could give briefs without the fees being marked upon them, the understanding being that payment depended on the issue of the suit. He was satisfied that the effect of this neglect of etiquette was to deteriorate both branches of the profession alike.

Mr. AMBROSE, Q.C., seconded the motion. He referred to the necessity for the existence of the society, because he said the Inns of Court and the Incorporated Law Society took no action in questions affecting the interests both of the public and the profession. Such were the attacks made on the profession by accountants in undertaking the whole business of liquidations, and of estate agents in preparing leases and other legal documents, especially in the administration of bankrupt and intestate estates. Such functions, he contended, should, in the interests both of the public and the profession, only be performed by responsible officers of the court. With regard to the leading barristers accepting briefs that they could not attend to, he thought solicitors were far more responsible for the evils for not taking the trouble to ascertain who were the men who could do the work, and for running after a few fashionable counsel when there were scores of men equally capable and experienced who might be employed. The evils were partly owing also to the chopping and changing at Westminster Hall, where a man never knew when his case would come on.

The report of the parliamentary committee having been carried, the annual report of the society was next read and adopted, and the officers for the ensuing year were elected.

PLYMOUTH, STONEHOUSE, AND DEVONPORT LAW STUDENTS' SOCIETY.

A meeting of this society was held on Friday, January 28, at the Athenæum, Plymouth, J. Shelly, Esq., in the chair. The subject for the evening's discussion was as follows:—"Was the case of *Coddington* v. *Paleologo* (15 W. R. 961, L. R. 2 Ex. 193) rightly decided?" Mr. A. Weekes and Mr. E. F. Fox spoke in the affirmative, and Mr. C. Matthews in the negative. After some remarks from Mr. Chubb, the question was put to the meeting, and carried in favour of the negative by the casting vote of the chairman.

General Correspondence.

Default Summons.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Yesterday (Monday), my clerk attended at the county court office at C., and issued a default summons against B. at the suit of a client of mine, and paid nine shillings for fees thereon. On attending at the defendant's residence to serve the summons he found a man in possession, and I consequently made inquiries and discovered that the defendant had filed his petition under sections 125 and 126 of the Bankruptcy Act, 1869, on Saturday last in the County Court at C., and that a receiver had been appointed. When, therefore, my clerk attended at the county court office yesterday and paid the nine shillings, the registrar's clerk well knew that he was taking money from the plaintiff which would be absolutely thrown away.

On calling at the county court office this morning, the registrar's clerk stated that he was in no way bound to inform my clerk that a petition had been filed by the defendant, and that search could have been made to ascertain whether a petition had been filed. Now, as searching means paying a one shilling fee, it virtually comes to this: that where there is the slightest reason to believe that a debtor is in difficulties, a creditor, to be safe, must incur the expense of searching before issuing a summons, otherwise he runs the risk of aying money which he has no chance of recovering from the defendant.

I may add that in this case neither my client nor myself had any reason to suppose that the defendant contemplated taking proceedings under the Bankruptcy Act, 1869.

I shall be glad if any of your correspondents will favour me with an opinion as to whether the registrar's clerk was, under the above circumstances, justified in taking the fees.

E. T. S.

Judges' Chambers.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have no doubt many of your readers can testify to the great inconvenience of attending summonses at these public offices.

Every summons is made returnable at eleven o'clock, I should think there are at least fifty summonses daily to be disposed of in each of the three divisions, and only one master to hear them.

I have, myself, several times been three hours at chambers without being able to get one summons heard, for which attendance 3s. 4d. is allowed.

Can some of your readers suggest some way of preventing this dreadful waste of valuable time? It would confer a great boon on those who are attending summonses daily, and who have something else to do than to waste two or three hours of the best part of the day at these mismanaged offices.

Articled Clerk.

Feb. 4.

Appointments, Etc.

Sir William Reynell Anson, bart., barrister, Fellow of All Souls' College, and Vinerian Reader in Common Law, has been appointed an Examiner in the School of Jurisprudence at Oxford.

Mr. John Faviere Elrington, LL.D., Q.C., has been appointed Chairman of Quarter Sessions for the County of Westmeath, in the place of the late Mr. Matthew O'Donnell, Q.C. Dr. Elrington is an LL.D. of Trinity College, Dublin, and was called to the Irish bar in 1851. He became a Queen's Counsel in 1868, and a bencher of the King's-inn in 1875. He is a member of the North-east Circuit, and senior Crown Counsel for the county of Armagh.

Mr. John Heelis, solicitor, of Skipton, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the West Riding of Yorkshire.

Mr. C. H. Hopwood, Q.C., M.P., has been elected a Bencher of the Middle Temple.

Mr. Stanley Leighton, barrister, of Sweeney Hall, Oswestry, who has been elected M.P. for North Shropshire in the Conservative interest, is the second son of the late Sir Baldwin Leighton, of Loton-park, formerly M.P. for South Shropshire, and was born in 1837. He was educated at Harrow, and at Balliol College, Oxford, where he graduated in the third class in law and modern history in 1858. He was called to the bar at the Inner Temple in Michaelmas Term, 1861, and was formerly on the Oxford Circuit. Mr. Leighton unsuccessfully contested the borough of Bewdley at the last general election.

The Right Hon. Michael Morris, one of the judges of the Court of Common Pleas in Ireland, has been appointed Chief Justice of that court, in the place of the Right Hon. James Henry Monahan, resigned. Mr. Justice Morris was the eldest son of the late Mr. Martin Morris, of Spiddal, Galway, and was born in 1827. He was educated at Trinity College, Dublin, and was called to the bar in 1849. He practised on the Connaught Circuit, and was Recorder of Galway from 1857 till 1865. He became a Queen's Counsel in 1863, and two years later he was elected M.P. for the town of Galway. In July, 1866, he was appointed Solicitor-General for Ireland (by the late Earl of Derby), and in the following November he became Attorney-General. In March, 1867, he succeeded the present Lord Justice Christian as a puisne judge of the Court of Common Pleas.

Mr. Henry Paull, solicitor, of Ilminster, has been appointed Clerk to the Chard Board of Guardians. Mr. Paull was admitted a solicitor in 1855.

Mr. Andries Stockenstrom, barrister, has been appointed Judge of the Land Court of the Province of Griqualand West. Mr. Stockenstrom was called to the bar at the Middle Temple in Michaelmas Term, 1865.

Mr. George Gerard Tyrrell, solicitor, of Dublin and Banbridge, has been appointed Clerk of the Crown for the County of Armagh. Mr. Tyrrell was admitted in Ireland in 1858.

Mr. John Shiress Will, barrister, has been elected President of the Caledonian Society for the current year, in succession to Mr. Æneas John MacIntyre, Q.C.

Judges' Chambers.*

(Before Archibald, J.)

Jan. 24.—*The Margate Pier and Harbour Company* v. *Perry.*

Judgment in default of defence—Ord. 14, r. 1; ord. 21, r. 4; ord. 22, r. 3.

An application had been made in this case to Master Bennett for leave to sign judgment under ord. 14, r. 1; the application was refused, and the summons indorsed "No order." After the expiration of eight days, no statement of defence having been delivered, the plaintiff signed judgment for his claim. The present summons was to set aside that judgment, and it was contended that, as no notice that the defendant dispensed with a statement of claim had been delivered, the plaintiff was bound to deliver such statement.

Archibald, J.—Looking at *Atkins* v. *Taylor* (*ante*, p. 218), I am inclined to think that the judgment was regular. My only doubt arises from the fact of the master not having expressly given the defendant leave to defend. The rules seem to contemplate that where a plaintiff is not allowed to sign judgment under ord. 14, r. 1, express leave shall be given to the defendant to defend. But I think the indorsement "No order" is equivalent to leave to defend, no time for delivery of a statement of defence being named, and therefore brings this case within the words of r. 3 of ord. 22, "or, if no time be limited, then within eight days." I shall, however, give the defendant leave to defend, and I will make the costs costs in the cause.

Jan. 24.—*Lovell* v. *Holland.*

Joinder of defendant—Ord. 16, r. 13.

This was an action for mesne profits against the defendant, who had been tenant of the plaintiff's land during his

* Reported by A. H. Bittleston, Esq., Barrister-at-Law

incarceration in an asylum. An action of ejectment had already been successfully brought against the same defendant. The damages were assessed by the plaintiff at the rent which the defendant had been paying. The present application was on appeal from Master Hodgson by the defendant, and was that Miss Lovell, the plaintiff's sister, might be made a party to the action, and might be ordered to deliver a statement of defence in the place of the present defendant. The defendant's case was that he had paid rent to Miss Lovell, and that she had applied the money so paid to the expenses of the plaintiff's residence in the asylum.

ARCHIBALD, J.—The procedure of which the defendant wishes to avail himself rather contemplates the case of a defendant who is not liable, or who is to a great extent free from any default. Here the defendant is a trespasser. Why should the plaintiff be put to prove that any money was paid to Miss Lovell? If the defendant was led to believe that Miss Lovell was the person to whom the rent should be paid, and paid under a mistake of fact, he has a simple remedy against her for money had and received.

Appeal dismissed with costs.

Jan. 24.—*Kevers* v. *Michell.*

Stay of proceedings—Judicature Act, 1873, s. 24, sub-section 5.

W. D. Rawlins, on behalf of the defendant, applied *ex parte* for a stay of proceedings in this action. He said—Unless we obtain this stay execution will issue to-morrow. A chancery action is pending, brought by the defendant for an account. We are willing to pay the amount of the judgment into court.

On payment into court of £504, stay of proceedings for ten days.

Jan. 24.—*Hill* v. *Persse.*

County court appeal—County Courts Act, 1875, s. 6—Judicature Act, 1873, s. 45.

An *ex parte* application was made in this case for an extension of the time for appealing from the decision of a county court judge.

ARCHIBALD, J.—This is an appeal given by statute, and there is, therefore, a difficulty with regard to extending the time. But as I have power to hear the appeal, I can treat this as a first hearing of a motion for a rule *nisi*.

Further hearing of motion adjourned till the first sitting of the Divisional Court of Appeal.

Jan. 25.—*Phillips and Another* v. *Barron and Another.*

Interrogatories—Ord. 31, r. 5.

In an action for refusal to accept goods sold, the goods in question being patent button-fastening machines, seven interrogatories as to the French law on the subject, delivered by the defendants to the plaintiffs were struck out, ARCHIBALD, J., remarking that the plaintiffs could not be regarded as experts in French law. Two other interrogatories were also struck out which went to prove that the plaintiffs had themselves bought the goods delivered to the defendants at a cheap price.

F. Knight, for defendants.

Bigham, for plaintiffs.

Jan. 26.—*Phillips* v. *Harris.*

Signing judgment on specially-indorsed writ—Ord. 14, r. 1.

This was an appeal from the district registrar of Monmouth, who had ordered judgment to be signed on a specially-indorsed writ unless the amount of the claim was paid into court by the defendant. The action was for £65 for the hire of a steam pump and work in putting it up.

F. A. Knight, for defendant.—The object of that rule was to provide for cases where there was really no defence suggested. We allege that the pump provided was insufficient for the purpose for which it was expressly ordered.

A. Charles, for plaintiff.—The district registrar acted on the affidavit of the plaintiff, and the plaintiff's bookkeeper, stating that the defendant had called and admitted his claim. The work the pump was hired for was done, and the pump was then returned.

ARCHIBALD, J.—To a certain extent, on these applications, the question of liability must be tried; but how far one is to try it is a nice question. The rule must not be rendered inoperative.

Appeal dismissed with costs

Jan. 26.—*Lord Hanmer* v. *Flight.*

Application to sign judgment—Ord. 14, r. 4.

This was an action for rent, or for use and occupation in the alternative. Master Dodgson had refused to make any order.

C. Bowen, for plaintiff.—The defendant does not deny that he has been in possession from September, 1874, to the present time; we are therefore entitled to sign judgment for that amount.

Beasley, for defendant.—The defendant is charged throughout the statement of claim as assignee of the lease. His defence is that he is not assignee of the lease. The assignee of the lessor brings this action against the assignee of the lessee. We pay £24 into court for the mesne profits.

ARCHIBALD, J.—The defence set up is no answer to an action for use and occupation, which is admitted for part of the time during which the plaintiff claims.

Order of master amended by giving liberty to the plaintiff to sign judgment for £157 10s., arrears of rent.

On the question of costs being raised,

ARCHIBALD, J., following the new practice as to costs in appeals, which Quain, J., had held to apply to appeals from masters to the judge, gave the costs of both applications to the plaintiff.

Jan. 26.—*Fenwick* v. *Johnston.*

Interrogatories—Ord. 31, r. 1.

This was an action on a bill of exchange, and an application was made to strike out interrogatories delivered by the plaintiff with his statement of claim. *Strong* v. *Tappin* (*ante*, p. 240) was referred to.

Order to strike out interrogatories on the ground that they were premature, the statement of defence not having been delivered.

Jan. 26.—*Bartlett* v. *Roche.*

Amendment of pleadings—Ord. 19, r. 4.

This was an action for money had and received for the plaintiff's use. Master Sir F. Pollock had ordered the plaintiff to amend his statement of claim by stating the circumstances under which the defendant received the £95, and when, where, and under what circumstances the account was stated between them. This order was now appealed against.

G. B. Allen, for plaintiff, cited ord. 19, r. 4.

Beresford, for defendant, cited forms in the Act for cases that would formerly have come under a count for money had and received.

The statement of claim was as follows:—

"(1) One Christopher John Mursell paid to the defendant for the use of the plaintiff £95, and the defendant had and received the said sum from the said C. J. Mursell for the use of the plaintiff.

"(2) The defendant with the consent of the plaintiff retained £5 as commission for his trouble, and paid to the plaintiff the sum of £45, parcel of the said £95 so received by him as aforesaid, leaving a balance of £45, which is wholly due and unpaid to the plaintiff.

"The plaintiff claims £45 and interest thereon from," &c.

ARCHIBALD, J.—The only material facts in this case are that the defendant received the money, and that he received it for the plaintiff's use. Where the old forms will serve as models, they are not necessarily abolished by the Judicature Acts. Where the defendant has received a sum of money for the plaintiff, the statement of that fact is all than can be required. The master's decision will be reversed, and, following the new practice, the whole of the costs will be the plaintiff's in any event.

Jan. 27.—*Lake and Another* v. *Pooley.*

Inspection of documents—Ord. 31, r. 14.

This was an action for breach of covenant in a lease. The defendant had made an assignment of one undivided

moiety of leasehold property, consisting of land, brewery, and fixtures. The plaintiff now applied for an order for inspection of documents, and the defendant objected that the documents related solely to his own title.

ARCHIBALD, J.—I should not make the order if it was a distinct property; but this is an undivided moiety, the interest in which can only be realized by the usufruct of the whole property. This is an extremely complicated case, and I shall make the order and leave the defendant to appeal if so advised.

Order for inspection.

Jan. 27.—*Drake* v. *Whiteley.*

Interrogatories—Ord. 31, r. 1.

This was an action for damages for the unskilful management of a horse and cart by defendant's servant. Interrogatories had been delivered by the plaintiff with his statement of claim, and an application was now made to strike them out.

ARCHIBALD, J.—After the decision in *Strong* v. *Tappin* (*ante*, p. 240), these interrogatories should not have been delivered before the statement of defence, which may make them all unnecessary. Under the old system the practice of delivering useless interrogatories was very prevalent, but now it seems worse than before.

Order to strike out the interrogatories.

Jan. 27.—*Colonial Assurance Corporation* (*Limited*) v. *Prosser.*

Particulars of statement of defence.

This was an action for slander, in which Master Sir F. Pollock had refused to make an order for particulars of the statement of defence.

Tindal Atkinson, for plaintiffs.—The defendant denies that he spoke or published the words we charge him with. He then goes on to say that as agent of the Union Life Assurance Company he met with one David Lamb and others, and that all such statements as were made in conversation between them were made for the purpose of advising Lamb as to insurance. He then says that the words that were used were true. We want particulars of what passed at the conversation referred to.

Pritchard, for defendant.

ARCHIBALD, J.—The defendant admits that he had a conversation with Lamb, but denies that he used the words the plaintiffs allege as slanderous; and he says further that whatever was said about the plaintiffs was true. It is wholly immaterial what those statements were.

Appeal dismissed with costs.

Jan. 27.—*Cotching* v. *Hancock.*

Interrogatories—Ord. 31, r. 1.

Interrogatories delivered by the plaintiff in this case with his statement of claim, before statement of defence, were struck out. Costs to be defendant's costs in the cause.

Jan. 27.—*Smith and Others* v. *West.*

Amendment of pleadings—Ord. 27, r. 1.

This was an action on a guarantee, and an application was made to strike out the statement of defence. One objection to the statement of defence was that it stated that a condition precedent to the defendant's liability on the guarantee was that the plaintiffs should make an open and unsecured advance, and that they had not given a credit within this undertaking, without stating whether that undertaking was verbal or in writing, when made, or the parties to it. It was suggested that this would have been a violation of the rule that forbids the pleading of evidence.

ARCHIBALD, J.—There are many cases in which facts and evidence are so mixed up that they are almost undistinguishable.

Other alterations were agreed upon by counsel, and an order was made for particulars of the above paragraph of the statement of defence, and to amend as arranged by counsel.

Arbuthnot, for plaintiffs.

Forbes, for defendant.

Jan. 28.—*Menhinick and Another* v. *Turner.*

Amendment of pleadings—Ord. 27, r. 1.

This was an action on an agreement to pay £100 as premium on obtaining a spirit licence. The alleged agreement was contained in a lease for three years, dated May, 1871. The defence set up was that the lease was void, and that there was a second lease in substitution for it. The statement of claim set out the agreement relied upon. The master had struck out the 4th paragraph of the statement of defence, and that decision was now appealed against. The paragraph in question stated that the agreement of 1871 had been mutually rescinded; that it was void as an agreement and as a lease; that a lease made in September, 1874, was a new, final, and conclusive contract; that the lease of 1874 was not granted upon the terms of the agreement sued on, but at a higher rent; and that, therefore, if the defendant was not before released from that agreement, he was released by that circumstance.

Bray, for plaintiffs.

Foord, for defendant.

ARCHIBALD, J.—These are all points of law proper to be raised by a demurrer; they are not matters of fact. I think the master is right.

Appeal dismissed with costs.

Jan. 29.—*Bartholomew* v. *Rawlings.*

Joinder of defendant—Ord. 22, rr. 5, 6, 9.

This was an action brought to recover the balance of money due on the sale of a public-house. It was desired to set up a counter-claim for the return of money paid as deposit on false representations alleged to have been made by Rawlings and one Smith; and for this purpose an application had been made to Master Bennett to join Smith as a co-defendant to the counter-claim, which was refused. That decision was now appealed against.

Glyn, for defendant.—Our answer to this claim is that the takings were warranted to be up to a certain amount, and that they were not equal to that amount. Smith was the plaintiff's broker and agent, and we allege that he made false representations to us as to the value of the business, which induced us to make the deposit.

Beard, for plaintiff.—Mrs. Bartholomew has made no false representations; why should she be prejudiced in her action by this counter-claim? Besides prejudicing her case, it will postpone the action, and therefore keep her longer out of this money which she alleges is owing to her. If Smith has made false representations, an action for damages can be brought against him.

ARCHIBALD, J.—There is no doubt whatever that a defendant is entitled to set up any counter-claim that is not so incongruous as to be incapable of being conveniently tried with the original claim. I think a claim for the return of deposit money on the ground of fraud may be very conveniently tried in an action for the balance of purchase-money on a sale, when the whole defence to the action is on the ground of fraudulent representation by the agent. I cannot say that these claims are of such an incongruous kind as to be unfit to be tried together. I regret that there may be some delay in the trial of the action, owing to the joinder of Smith; but that cannot be avoided.

Order to join Smith as a party to the counter-claim: and costs to be defendant's in any event.

Jan. 29.—*Armitage* v. *Fitzwilliam and Others.*

Interrogatories—Ord. 31, r. 5.

This was an action of fraud against the directors of a company. The defendants now applied to strike out interrogatories delivered to them by the plaintiff.

J. Rigby, for plaintiff, took the objection that the application was too late, as more than four days had elapsed since the interrogatories were delivered.

R. E. Webster, for defendants.—That is provided for by ord. 57, r. 6. These interrogatories were delivered with the statement of claim, and are the statement put into the form of interrogatories.

ARCHIBALD, J.—If this application had been made before the delivery of the statement of defence, these interrogatories would have been struck out as premature. As it is, they are so framed that it would be almost impossible to answer them. Why should they not be put in such a form that the defendants can answer Yes or no to them?

Order for interrogatories to be reformed. Costs to be defendants' in any event.

Jan. 29.—*Aderis* v. *Thrigley.*

Amendment of pleadings—Ord. 27, r. 1.

This was an action for malicious prosecution. Master Hodgson had made an order striking out certain paragraphs from the statement of claim, and that order was now appealed against.

Moulton, for plaintiff.—The master thought that I had set out evidence in my statement; but I submit that I have only set out the *res gestæ*. I have stated what we say does not amount to reasonable and probable cause, so that, if the defendant takes a different view, he can demur. The master treated this as a question of fact, whereas it is really a question of law. I submit that I am entitled so to state my claim as to raise the question of law.

Bullen, for defendant.—This is an infringement of the rule against pleading evidence. I do not for a moment admit that the plaintiff is entitled to have the facts so stated as to try by demurrer, if in doing so he infringes the Act.

ARCHIBALD, J.—It would have been sufficient to have stated simply that there was no reasonable and probable cause. What is the use of stating such facts as that the plaintiff denied the charge of stealing which the defendant made against him? That is what every one does when charged with theft. I think the master has reduced the statement within proper limits.

Appeal dismissed with costs.

Jan. 29.—*Barker and Another* v. *Wood.*

Particulars of indorsement on writ.

This was an action for money lent. Particulars were applied for by the defendant. No dates were indorsed upon the writ. Notice that a statement of claim was required had been served upon the plaintiffs, and such statement was ready for delivery containing all dates and particulars. Master Unthank had ordered particulars, and plaintiffs now appealed.

F. O. Crump, for plaintiffs.—The defendant has required a statement of claim, which is drawn, and gives full particulars. The practice here has been not to allow particulars before claim. It is putting us to the expense of another document.

ARCHIBALD, J.—I can see a great convenience in allowing particulars before the statement of claim, as the defendant may withdraw, and costs may be saved. There is one view of the Act which regards particulars as being now altogether abolished; but I think that the power to order them has not been abolished.

Appeal dismissed with costs.

Solicitor for plaintiffs, *Pedley.*

Solicitors for defendant, *Gregory & Co.*

Jan. 31.—*The General Steam Navigation Company* v. *The London and Edinburgh Shipping Company.*

Transfer of action—Ord. 51, r. 1.

An application was made by the defendants to transfer this action to the Admiralty Division. The action was one of negligence, and arose out of a collision between the plaintiffs' and the defendants' vessels in the River Thames, the former being at anchor, and the latter being steered by a pilot.

ARCHIBALD, J.—If this had been out in the high seas, and there had been questions of seamanship or of complicity, there might have been a case for transferring this action. But if I transfer this I must transfer every case of collision.

No order. Costs to be plaintiffs' in any event.

Monday, Jan. 24.—APPLICATION TO PROCEED UNDER THE JUDICATURE ACTS—JUDICATURE ACT, 1873, s. 22.—This was an action on a bond against a surety. The declaration was delivered on October 26, and a statement of defence was afterwards delivered, which was struck out by the master, who also refused defendant's application to proceed under the Judicature Acts. The defendant's affidavit stated that he had a good equitable defence to the action.

ARCHIBALD, J.—You do not say what your equitable defence is. If you could have shown a good reason for the reform, I would have made it; but your statement of defence is very bald, and your affidavit does not supplement it.

No order. Appeal dismissed with costs.

INSPECTION OF PREMISES—ORD. 52, R. 3.—In an action for obstruction of light and air, an application was made, on appeal from Master Pollock, for inspection of the plaintiff's premises by the defendant. No statement of defence had yet been delivered, and it was stated none could be until inspection had been obtained.

ARCHIBALD, J.—I must see whether your defence is that there is no obstruction, or that the plaintiff has no ancient lights. You must deliver your statement of defence before you can have inspection.

No order.

DISCOVERY—ORD. 31, R. 12.—This was an action for damages for wrongfully building houses, &c., on land adjoining the plaintiff's. No statement of claim had yet been delivered. The plaintiff now applied for an order for discovery.

ARCHIBALD, J.—I think you must deliver a statement of claim before you can have discovery, except under special circumstances. I can conceive that this might be used for very oppressive purposes; a writ might be served, and then an application of this sort made in order to fish out a case.

Adjourned till after delivery of statement of claim.

DISCOVERY—ORD. 31, R. 12.—On an application for discovery, it was objected that no statement of claim had yet been delivered. It was stated that the indorsement on the writ gave full particulars.

Adjourned till delivery of statement of claim.

SIGNING JUDGMENT ON SPECIALLY-INDORSED WRIT—ORD. 14, R. 1; ORD. 3, R. 6.—A merely formal difference (such as the misplacing of a date) between the indorsement on a writ and the form of indorsement given under ord. 3, r. 6, will be no answer to an application to sign judgment under ord. 14, r. 1. *Per* ARCHIBALD, J. (reversing the master's decision).

DISCOVERY—ORD. 31, R. 12.—This was an action for negligence against a railway company, and cross-summonses had been taken out for discovery. The defendants' summons asked for discovery of the plaintiff's business accounts for the past five years, and this was allowed. The plaintiff's summons asked for discovery of reports of other accidents at the same station, of documents showing number of tickets issued at the station, and of documents relating to the lighting of the station.

An order for discovery as to the two first items was refused, but made as to the last (insufficient lighting being alleged as one of the causes of the accident).

DISCOVERY—ORD. 31, R. 12.—An application for discovery by a defendant, who had not yet delivered his statement of defence, and who showed no special ground for applying at this stage, was adjourned till after statement of defence, ARCHIBALD, J., stating that that was the proper time to apply, except under special circumstances, and that the order would then be given as a matter of course, unless the pleadings showed the case to be one in which discovery could not be wanted.

SIGNING JUDGMENT FOR PART OF CLAIM—ORD. 14, R. 4.—Upon an application to sign judgment under ord. 14, r. 4, Master Dodgson had refused to order judgment to be signed for any part of the claim, but had ordered £100, which the defendant practically admitted, to be paid into court. The plaintiff appealed from this order.

Order that plaintiff be at liberty to sign judgment for £100, unless that sum be paid to him within a week.

Thursday, Jan. 27.—DISCOVERY—ORD. 31, R. 12.—On an application being made for discovery, it appeared that the statement of claim had not been delivered, and the application was at once adjourned till after the delivery of a statement of claim.

Friday, Jan. 28.—DISCOVERY—ORD. 31, R. 12.—In an action for the detention of a deed, the defendant's application for discovery was adjourned till after the delivery of the statement of defence.

Saturday, Jan. 29.—TRANSFER OF CAUSE—JUDICATURE ACT, 1873, s. 36.—This was an *ex parte* application by the

defendant to transfer to the Chancery Division an action by an auctioneer to recover money which had been paid to him as deposit by an intending purchaser, and handed over to the defendant, for whom the auctioneer was selling. The sale had not been completed through an alleged defect in the title. The defendant alleged, as matter of counter-claim, that the plaintiff did not use due diligence in taking sufficient deposit money; and he had commenced an action for specific performance in the Chancery Division. It was stated that the plaintiff did not object to the transfer.

ARCHIBALD, J.—The plaintiff does not sue for money had and received, but for money lent; from which I should have supposed that he took a different view of the transaction. I do not see that this claim is mixed up with the question of title. Looking at your statement of defence, this claim appears to be perfectly distinct from your claim for specific performance. That both parties consent is not a sufficient reason for transferring a cause.

No order.

INTERROGATORIES—ORD. 31, R. 5.—In the same case, an application was made to strike out the following interrogatory, delivered by the defendant to the plaintiff:—What were the monthly receipts of the business which formed the subject of the alleged agreement?

Interrogatory allowed; costs to be defendant's in any event.

Courts.

COUNTY COURTS.

LEEDS.

(Before Mr. Serjeant TINDAL ATKINSON, Judge.)

Monday, Jan. 10.—*Wolstenholme* v. *Hampson.*

Bill of exchange—Blank acceptance filled up after discharge of acceptor in bankruptcy—Holder for value without notice.

This was an action to recover the sum of £37 18s. 4d. upon a bill of exchange drawn by one Younger and accepted by the defendant, Hampson. The bill in question was obtained, with another not yet put into circulation from the defendant by one Hall for the purpose of renewing a bill of the defendant's then about to become due. Both of the bills were accepted by the defendant in blank. This took place in the latter part of 1869, and shortly after, and before the blank acceptances were filled up, the defendant, Hampson, became bankrupt. Hall proved upon the estate for the amount of the dishonoured bill, and received a substantial dividend, and was appointed a creditors' assignee, retaining in his possession the two blank acceptances. The defendant obtained his order of discharge in bankruptcy on the 13th of March, 1871. During the beginning of the year 1875 Hall procured from Younger a bill of exchange for £50, and gave in exchange the bill, the subject of the present action. Younger filled up the blank by inserting his name as the drawer, and made it payable in three months from May 11, 1875, and, having done so, Younger indorsed it to the present plaintiff for a trade debt.

West (barrister), for plaintiff.

E. Tindal Atkinson (barrister), for defendant.

His HONOUR, after stating the facts as above, said:—Upon this state of facts, the question to be decided by me is whether the plaintiff, who is an innocent holder of the bill for value without notice, can maintain this action; and, after looking at the authorities upon this subject, I am of opinion that he can. The rule by which this case should be governed cannot be better expressed than in the language of the Lord Chief Justice of the Queen's Bench (Cockburn) in *Swan* v. *North British Australian Company*, 11 W. R. 862, 2 H. & C. 174, namely, "That the rule relating to negotiable instruments stands on peculiar grounds. The law relating to these instruments is part of the law merchant, which, in order that the negotiability of such instruments, which is of the very essence of their commercial utility, shall not be impaired, establishes that if a man once puts his name to such an instrument he shall be liable to a *bonâ fide* holder without notice, in respect of what may be added to give effect to the negotiability of the instrument, notwithstanding this may be done in the absence of authority, or even for the purposes of fraud." Mr. Justice Byles also, in the same case, enforced this principle by saying "that the misapplication of a genuine signature written across a slip of stamped paper (which transaction being a forgery in ordinary cases conveys no title) may give a good title to any sum fraudulently inscribed within the limits of the stamp, and in America, where there is no stamp, to any sum whatsoever." In this case the plaintiff had no notice of the misapplication of the blank acceptance or any infirmity of title in Hall, who obtained it from the defendant, or that it could in any way have been affected or discharged by the defendant's bankruptcy, the bill now sued upon being dated May 11, 1875, and the bankruptcy having taken place in 1869. It was contended at the trial for the defendant that his order of discharge freed him from the liability in respect of which this blank acceptance was given. Undoubtedly, as between Hall and the defendant, it did. It must, however, be borne in mind that the acceptance in question was not an instrument upon which the bankruptcy operated, as it was a mere inchoate bill or instrument, and did not become a security until it was afterwards filled up. It appears to me, however, that the question of bankruptcy is inapplicable to this case. The principle above laid down, and also many other cases, are decisive upon the point that a blank acceptance having once been given the misapplication of it without authority does not affect the right of an innocent holder. In some of the cases the ground of decision is put, that in reference to negotiable instruments the authority to fill up a blank acceptance is, in favour of the holder, an authority by estoppel: see for this Byles on Bills, 10th ed. p. 187. The question which occurred to me at the trial arising from the finding by the jury in the case of *Temple* v. *Pullan*, 8 Ex. 389, that the bill had not been filled up within a reasonable time, is disposed of by the case of *Montagu* v. *Perkins*, 1 W. R. 437, where it was held that the plaintiff was entitled to recover, notwithstanding the lapse of reasonable time between the blank acceptance having been given and the time it was filled up. The cases also of *Ingham* v. *Primrose*, 7 C. B. N. S. 82, and *Goldsmid* v. *Hampton*, 6 W. R. 768, 5 C. B. N. S. 74, are authorities upon which the plaintiff's right to recover may well rest. As between the plaintiff and defendant, I am of opinion that the justice of the case is better satisfied by the judgment being in favour of the plaintiff. The defendant placed Hall in the position of being able to misapply the blank acceptance by giving it in that form in the first instance, and it does not appear that he took any steps after his bankruptcy proceedings had been closed to procure the possession of the blank acceptance, or to have it cancelled. It may be that the defendant is not without remedy against Hall for the misapplication of the blank acceptance, but I am not called upon to give any opinion as to this, and my judgment must therefore be for the plaintiff. Verdict for the plaintiff, £37 18s. 4d.

It is stated that the sitting of the new international court in Egypt, recently constituted which was fixed for the 1st of February, would again be postponed in consequence of the rules of procedure not yet being completed. It has been decided that all cases against the Suez Canal Company, including suits for the restitution of the excess dues, will be heard before the court at Ismailia.

A correspondent says:—"I do not think that one of the oldest and most familiar faces in Lincoln's-inn should pass away unnoticed, more especially when the person in question has for the last nine years been a most active, obliging, and civil officer of the Court of Chancery. I allude to Mr. Cocks, the clerk of the chamber in the court of the Vice-Chancellor Malins, whose death has been very recently announced, both in the papers and by his lordship from the bench. I am sure every practitioner in the Court of Chancery has for very many years past more or less come in contact with Mr. Cocks, and I believe that all will agree with me in bearing testimony to the invariable civility and obliging attention we have received from him. Not only the Vice-Chancellor and the practitioners, but the suitors in general have lost a most attentive and efficient officer."

PUBLIC COMPANIES.

Feb. 4, 1876.

GOVERNMENT FUNDS.

3 per Cent. Consols, 94¼	Annuities, April, '85, 9¾
Ditto for Account, Mar. 1, 94¼	Do. (Red Sea T.) Aug. 1908
Do 3 per Cent. Reduced, 94¼	Ex Bills, £1000, 2½ per Ct. 3 pm.
New 3 per Cent., 94¾	Ditto, £500, Do, 3 pm.
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 3 pm.
Do. 3½ per Cent., Jan. '94	Bank of England Stock, 5 per Ct. (last half-year), 257
Do. 5 per Cent., Jan. '78	
Annuities, Jan. '80 —	Ditto for Account.

RAILWAY STOCK.

	Railways.	Paid.	Closing Price.
Stock	Bristol and Exeter	100	143
Stock	Caledonian	100	134½
Stock	Glasgow and South-Western	100	111
Stock	Great Eastern Ordinary Stock	100	47¾
Stock	Great Northern	100	139
Stock	Do., A Stock*	100	145½
Stock	Great Southern and Western of Ireland	100	112
Stock	Great Western—Original	100	116½
Stock	Lancashire and Yorkshire	100	139½
Stock	London, Brighton, and South Coast	100	115½ xd
Stock	London, Chatham, and Dover	100	24
Stock	London and North-Western	100	147
Stock	London and South Western	100	126
Stock	Manchester, Sheffield, and Lincoln	100	82½
Stock	Metropolitan	100	102½
Stock	Do., District	100	44½
Stock	Midland	100	139½
Stock	North British	100	124½
Stock	North Eastern	100	168¾
Stock	North London	100	131
Stock	North Staffordshire	100	76
Stock	South Devon	100	73
Stock	South-Eastern	100	129 xd

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

There has not been any alteration in the Bank rate this week. The markets have been very dull. In foreign stocks Egyptian have been subject to the usual fluctuations, but close rather better than last week. Home railways are lower, the dividends on the heavy lines not being as good as was anticipated. Consols close at 94⅛ to 94¼ for money, and 94⅛ to 94¼ for account.

The meeting of the London and County Banking Company was held yesterday, and a dividend of 3½ per cent. for the half-year declared. The available profits amounted to £156,730 18s. 6d., of which £25,000 was carried to the reserve fund, raising it to £699,522 10s. Among some of the principal items in the balance-sheet were, on the debtor side, amount due on customers' balances, liabilities on acceptances, covered by securities, £23,561,879; on the creditor side were, cash £6,110,529; investments in Government and guaranteed stocks, &c., £2,417,560; discounted bills, &c., £16,967,880.

MARRIAGES AND DEATHS.

MARRIAGE.

SARGOOD—VINING—Jan. 11, at St. Peter's Church, Brighton, Augustine Sargood, of Brighton, serjeant-at-law, widower, to Sarah Mary Vertigans Vining, widow.

DEATH.

HUGHES—Feb. 1, at Lincoln, Charles Leadbetter Hughes, aged 60.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, Jan. 28, 1876.

LIMITED IN CHANCERY.

Dunraven Adare Coal and Iron Company, Limited.—The M.R. has, by an order dated Dec 20, appointed John Unwin Wing, Princes st, Bank, to be official liquidator. Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, March 13, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Surrey Gardens, Limited.—Creditors are required, on or before Feb 11, to send their names and addresses, and the particulars of their debts or claims, to John Folland Lovering, Gresham st. Tuesday, Feb 22, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Tanton Colliery Coke and Iron Company, Limited.—Creditors are required, on or before March 6, to send their names and addresses, and the particulars of their debts or claims, to Edward Moore, Crosby square, Bishopsgate. Monday, March 27, at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, Feb. 1, 1876.

UNLIMITED IN CHANCERY.

Liguria Gold Mining Company.—Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts or claims, to Edward Hart, Moorgate st. March 24, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Rickmansworth, Amersham, and Chesham Railway Company.—Creditors are required, on or before Feb 29, to send their names and addresses, and the particulars of their debts or claims, to Henry Kimber, Lombard st. Friday, March 3, at 12, is appointed for hearing and adjudicating upon the debts and claims.

LIMITED IN CHANCERY.

Bog Mining Company, Limited.—Petition for winding up, presented Jan 29, directed to be heard before V.C. Malins on Feb 11. Shall, George st, Mansion House, solicitor for the petitioner.

Compagnie Generale de Bellegarde, Limited.—By an order made by V.C. Bacon, dated Jan 15, it was ordered that the above company be wound up. Ellmalie and Co, solicitors for the petitioner.

Elland Road Wortley Fire Clay Company, Limited.—V.C. Malins has, by an order dated Jan 19, appointed John Blackburn, Leeds, to be official liquidator. Creditors are required, on or before March 7, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, March 15, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Hull Ironworks Company, Limited.—Creditors are required, on or before Feb 29, to send their names and addresses, and the particulars of their debts or claims, to Benjamin Pickering, Kingston-upon-Hull. Friday, March 10, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Nant-y-Ricket Copper and Lead Mining Company, Limited.—By an order made by the M.R., dated Jan 22, it was ordered that the above company be wound up. Christmas, Walbrook, solicitor for the petitioner.

Stapleford Colliery Company, Limited.—By an order made by V.C. Bacon, dated Jan 20, it was ordered that the above company be wound up. Greenfield, Lancaster place, agent for Leech, Derby, solicitor for the petitioners.

Friendly Societies Dissolved.

TUESDAY, Feb. 1, 1876.

Ilchester Friendly Society, Register No. 830, Ilchester, Somerset. Jan 29

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Jan. 21, 1876.

Daft, Joseph, Horncastle, Lincoln, Brewer. Feb 26. Crow v Fewster, V.C. Hall. Tweed, Horncastle

Fletcher, George, sen, Litchurch, Derby, Engineer. Feb 26. Finny v Fletcher, V.C. Hall. Stoneham, Philpot lane

Lee, James, Bury St Edmunds, Suffolk, Timber Merchant. Feb 11. Lee v Jackson, V.C. Malins. Salmon, Bury St Edmunds

Offord, Henry, sen, Beyton, Suffolk, Yeoman. Feb 18. Offord v Offord, M.R. Sparke, Bury St Edmunds

Pilkington, John Thomas Trotter, Chevet Hey, Wrexham, Denbigh, Civil Engineer. Feb 28. Anderson v Pilkington, V.C. Malins. Jones, Wrexham

Pratt, Edward, Cauldwell, Derby, Farmer. Feb 21. Pratt v Drury, V.C. Malins. Geare, Lincoln's inn fields

Rankine, Robert, Porchester terrace, Esq. Feb 26. Crickitt v Rankine, V.C. Hall. Pike and Son, Old Burlington st

Wells, John, Tadley, Hants, Gent. Feb 22. Taylor v Williams, M.R. Morris, Shrewsbury

TUESDAY, Jan. 25, 1876.

Benson, Robert, Craven hill gardens. Feb 22. Benson v Benson, M.R. Plews, Old Jewry chambers

Briggs, Arthur Samuel, Middleham, York, Trainer. Feb 21. Briggs v Fryer, M.R. Dorman, Essex st, Strand

Evans, John, Arch st, Meadow row, New Kent rd, Cab Proprietor. Feb 21. Maggeridge v Evans, V.C. Malins. Crafter, Blackfriars rd

Hewlett, George Isaac, Faraham, Hants, Gent. Feb 12. Low v Hewlett, V.C. Malins. Low, Bread st, Cheapside

Morris, William, Hafod, nr Swansea, Glamorgan. March 1. Williams v Morris, V.C. Hall. David, Swansea

Rees, Jacob Davies, Swansea, Glamorgan, Land Agent. March 1. Rees v Rees, V.C. Hall. David, Swansea

Von Roemer, Charles, Stockwell villas, South Lambeth rd, Merchant. Mar. 7. Von Roemer v Von Roemer, M. R. West and King, Cannon

FRIDAY, Jan. 28, 1875.

Adcock, James, Greetham, Lincoln, Clerk. Feb 28. English and Irish Church and University Assurance Society v Adcock, M.R. Beaumont, Chancery lane

Beal, Joseph, Pricaston Castle, Martin, Pembroke, Merchant. March 6. Beal v Page, V.C. Malins. Vallance, Essex st, Strand

Cooper, Thomas, Longton, Stafford, Manufacturer of China. Feb 21. Burrows v Clarke, M.R. Tyrell, Gray's inn square

Denton, William, Ledbury, Hereford, Currier. March 1. Denton v Davis, V.C. Hall. Piper, Ledbury

Hutley, Mary, Carlton hill, St John's wood. Feb 16. Deards v Pust, V.C. Hall. Vant, Leadenhall st

Meeson, George Peche, Albert terrace, Wetherall rd, South Hackney, Gent. Feb 28. Meeson v Gellatly, M.R. Gellatly and Co, Lombard court, Gracechurch st

Wedgwood Coal and Iron Company, Limited. March 6. Brown v The Wedgwood Coal and Iron Company, Limited, V.C. Malins.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 21, 1876.

Adamson, Laura Charlotte, Lindfield, Sussex. Feb 29. Champion, Brighton
Barnes, James, Ramsgate, Kent, Ship Builder. March 19. Walford, Ramsgate
Binns, John, Western hill, Durham, Paper Manufacturer. Feb 21. Chambers, Durham
Birks, Edward Gillett, Southport, Lancashire, Gent. March 1. Bagshaw and Wigglesworth, Manchester
Birtwhistle, Maria Anne, Cheltenham, Gloucester. March 24. Barrow, Lincoln's inn fields
Bryant, Edward Barford, East Greenwich, Kent, Valuer. Feb 14. Jackson, St Benet place, Gracechurch st
Bull, Alban, Leamington, Warwick, Gent. March 25. Pellatt, Banbury
Burn, David, Little Benton, Northumberland, Esq. Feb 29. Kidd, North Shields
Chapman, George, Dering place, Croydon. Feb 26. Benson, Clement's inn, Strand
Childs, Robert, Wilton, York, Carpenter. Feb 29. Trevor, Gisborough
Danks, Samuel, Birmingham, Solicitor. March 25. Chesshire, Birmingham
Gumby, William, Llangollen, Denbigh. March 1. Sherratt, Wrexham
Dawes, Edwin Nathaniel, Rye, Sussex, Solicitor. March 1. Dawes and Co, Rye
Evans, Edward, Boveney Court, Buckingham, Esq. March 31. Dalton and Salusbury, Leicester
Faithwaite, Thomas Winder, Morecambe Bank, Lancashire, Gent. April 19. Sharp, Lancaster
Fletcher, John, Seething lane, Flour Factor. March 1. Justice, Bernard st, Russell square
Gow-Stewart, Alfred William James, Edinburgh, Lieut 1st Dragoon Guards. Feb 12. Leeman and Co, York
Greswolde-Williams, Wigley Greswolde, Aighurth, nr Liverpool, Esq. Feb 14. Parker, Worcester
Griffiths, John, Chester, Innkeeper. March 1. Churton, Chester
Harper, John, Bromley, Middlesex, Engineer. Feb 29. Harston and Co, Gresham buildings, Guildhall
Hoof, Francis, Saltash, Cornwall, Gent. June 24. Rooker and Co, Plymouth
Ingham, Robert, Westoe, Durham, Q.C. Feb 15. Clayton, Newcastle-upon-Tyne
Jaynes, George William, Princess st, St Marylebone, Chemist. Feb 14. Biddulph and Co, Gray's inn square
Lambert, Katharine, Hove, Sussex. March 7. Hume and Co, Great James st, Bedford row
Mossop, Lancelot, Crossfield, Cleator, Cumberland, Farmer. March 21. McKelvie, Whitehaven
Ransome, James Allen, Ipswich, Suffolk, Engineer. March 19. Josselyn and Sons, Ipswich
Reynolds, James, Leytonstone, Essex, Gent. March 1. Windus, Epping
Richards, William Tanner, Osnaburgh st, Regent's park, Esq. Feb 29. Warden and Ponsford, Barden, nr Taunton
Rousby, Edwards, Cottisford House, Oxford, Esq. March 1. Evans and Co, Gray's inn square
Sackett, Edwin Robert, Margate, Kent, Cigar Importer. Feb 22. Noton, Great Swan alley, Moorgate st
Scott, Thomas Wallett, Matthias rd, South Hornsey, Cheesemonger. Feb 29. Jennings, Leadenhall st
Simpson, Thomas, Castleford, York, Glass Manufacturer. March 21. Bradley and Bradley, Castleford
Smith, Isaac, Bradford, York, Pipe Merchant. March 1. Neill, Bradford
Stamforth, Samuel Herbert, Oppidans rd, South Hampstead, Gent. Feb 19. Rodgers and Co, Sheffield
Story, Abraham, Chester-le-street, Durham, Gent. April 1. Maddison, jun, Durham
Tatham, Edward, Irongate Wharf, Paddington, Cement Merchant. Feb 18. Bicknell and Hortin, Edgware rd
Thurlby, John, Frieston, Lincoln, Farmer. March 6. Peake and Snow, Sleaford
Towers, Eaddie, North Ormesby, York, Grocer. Feb 24. Bainbridge, Middlesborough
Trotter, William Dale, Bishop Auckland, Durham, Esq. March 1. Trotter and Co, Bishop Auckland
Unwin, John, Burslem, Stafford, Innkeeper. March 25. Tomkinson and Furnival, Burslem
Unwin, Mary, Burslem, Stafford. March 25. Tomkinson and Furnival, and Burslem
Wardroper, John Townsend, Eastbourne, Sussex. April 3. Wilson and Deacon, Preston
Watson, William, Gisborough, York, Innkeeper. Feb 29. William Long, Gisborough
Whitehead, William Jabez, Royton, Lancashire, Agent. March 1. Blackburne and Co, Oldham
Wood, Richard, Edgeley, Cheshire, Stiffener. March 1. Doyle, Manchester
Woodroffe, Showler, Horncastle, Lincoln, Ironmonger. Feb 25. Tweed, Horncastle
Wyndham, Georgiana Jane Leab, Christchurch, Hants. March 1. Cobb and Smith, Salisbury

TUESDAY, Jan. 25, 1876.

Bally, Benjamin Bodman, Highlands Calne, Wilts, Gent. March 1. Esary and Co, Chippenham
Baker, Rose Anne, King's Lynn, Norfolk. Feb 12. Jarvis, King's Lynn
Barnes, Mary Ann Tabor, Clevedon, Somerset. March 1. Rodgers and Chave, Queen Victoria st
Beardmore, Hannah, Newcastle-under-Lyme, Stafford. March 2. Coopers, Newcastle-under-Lyme
Bolton, Henry, Charlton Kings, Gloucester, Gardener. Feb 28. Pruen, Cheltenham
Davidson, George Henry, Clifton rd, Peckham, Publisher. March 1. Keen and Rodgers, Knight Rider st, Doctors' commons
Engledow, John, Newcastle-upon-Tyne, Hairdresser. March 21. Chartres and Youll, Newcastle-upon-Tyne
Falla, William Joseph, Old Brentford, Middlesex, Firewood Dealer. March 7. Woodbridge and Sons, Clifford's inn
Gaskell, Daniel, Wakefield, York, Esq. March 1. Harrison and Smith, Wakefield
Gill, Frederick, Plymouth, Devon, Gardener. March 21. Derry, Plymouth
Grove, Edward, Hampton, Middlesex, Esq. Feb 22. Barton and Pearman, Kennington rd
Gwyn, Mary, Wells. Feb 29. Perham, Bristol
Jack, James, Finborough rd, West Brompton, Gent. March 4. Saunders and Co, King st, Cheapside
McEachen, Malcolm, Liverpool, Cork Cutter. Feb 29. Payne and Son, Liverpool
Manners, Louisa Jane, Henrietta st, Cavendish square. March 6. Tucker and Co, King st, Cheapside
Raven, Joseph, Maldon, Essex, Master Mariner. March 1. Digby and Co, Maldon
Robinson, James Brade, Lancashire, Gent. March 1. Oglethorpe, Lancaster
Turner, Henry, Eton, Bucks, Postmaster. March 1. Barrett and Dean, Slough
Wallis, Sarah Martha, Walpole rd, Isleworth. Feb 29. Dobinson and Co, Lincoln's inn fields
Walters, Thomas Richard Carey, Fownhope, Hereford, Gent. March 25. Poole and Hughes, Chancery lane
White, William, Canterbury, Gent. Feb 28. Callaway and Furley, Canterbury
Williams, Elizabeth, Romsey, Hants. March 25. Stead and Co, Romsey
Williams, Mary, Moxley, Stafford. March 25. Fiewker and Page, Wolverhampton
Woods, William, Lowestoft, Suffolk, Gent. Feb 18. Nicholson Lowestoft

Bankrupts.

FRIDAY, Jan. 28, 1876.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bargen, Gustav, City rd, Licensed Victualler. Pet Jan 26. Spring-Rice. Feb 8 at 1
Chapman, Augustus William, St John's wood rd, Stock Broker. Pet Jan 26. Spring-Rice. Feb 8 at 12
Jefferies, John Thomas, Stamford terrace, Fulham rd, Beershop Keeper. Pet Jan 26. Hazlitt. Feb 9 at 1

To Surrender in the Country.

Evington, George, East Halton Ferry, Lincoln, Farmer. Pet Jan 14. Daubney. Great Grimsby, Feb 4 at 11
Fawcett, George, Sutton-on-the-Forest, York, Farmer. Pet Jan 25. Perkins. York, Feb 8 at 11
McDermid, Colin, Middlesborough, York, Builder's Merchant. Pet Jan 17. Crosby. Stockton-on-Tees, Feb 11 at 12

TUESDAY, Feb. 1, 1876.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Needs, William, Cheapside, Umbrella Manufacturer. Pet Jan 27. Pepys. Feb 16 at 12
Piper, Elizabeth, Gloucester rd, South Kensington. Pet Jan 27. Pepys. Feb 16 at 11
Stretch, James McCaul, Little Tower st. Pet Jan 28. Keene. Feb 11 at 11
Whitenberg, Marks, Derrick st, Commercial docks, Tailor. Pet Jan 27. Hazlitt. Feb 16 at 1

To Surrender in the Country.

Bird, James, Birmingham, Fruit Salesman. Pet Jan 25. Cole. Birmingham. Feb 15 at 12
Bunker, William, Langley Moor, Durham, Watch Maker. Pet Jan 27. Marshall. Durham, Feb 18 at 10
Chibnall, Samuel, Bedford, Builder. Pet Jan 29. Pearse. Bedford, Feb 15 at 1
Franks, Henry, Todmorden, Lancashire, Innkeeper. Pet Jan 27. Hartley. Burnley, Feb 15 at 10
Leek, William, Harrowgate, York, Whitesmith. Pet Jan 25. Perkins. York, Feb 14 at 2
Prinn, George, Birmingham, Stationer. Pet Jan 27. Cole. Birmingham, Feb 25 at 11
Rawlance, James, Brockenhurst, Hants, Shoe Maker. Pet Jan 27. Walker. Southampton, Feb 16 at 1
Stattaford, James, Barnston, Cheshire, out of business. Pet Jan 28. Court. Birkenhead, Feb 11 at 11
Wallis, Thomas Harper, Market Rasen, Joiner. Pet Jan 28. Uppleby. Lincoln, Feb 16 at 11
Ward, Henry, Ipswich, Suffolk, Steamboat Owner. Pet Jan 29. Grimsey. Ipswich, Feb 12 at 11
Watson, Thomas Alfred, Leeds, Licensed Victualler. Pet Jan 26. Marshall. Leeds. Feb 23 at 11
Webb, Henry Albert, Gloucester, Goldsmith. Pet Jan 29. Wilton. Gloucester, Feb 16 at 12
Wilson, William, Ulverston, Lancashire, Ship Builder. Pet Jan 23. Postlethwaite. Ulverston, Feb 16 at 10

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Jan. 28, 1876.

Ablett, William Henry, Aldermanbury, Agent. Feb 8 at 11 at offices of Philpott, Guildhall chambers
Archer, John William, Preston, Lancashire, Pattern Maker. Feb 16 at 11 at offices of Thompson, Chapel st, Preston
Ashton, John, Sheffield, Beerhouse Keeper. Feb 4 at 12 at offices of Auty and Son, Queen st, Sheffield
Bagshaw, Thomas, Leamington Spa, Warwick, Marine Store Dealer. Feb 10 at 12 at offices of Sanderson, Church st, Warwick
Barnett, Solomon, Hackney rd, Lead Merchant. Feb 10 at 2 at the Guildhall Tavern, Gresham st. Rooks and Co, King st, Cheapside

Barrow, Robert James, Ilminster, Somerset, Grocer. Feb 15 at 11 at the George Hotel, Ilminster. Paull, Ilminster

Batty, William, King st, Cheapside, Tailor. Feb 10 at 3 at offices of Turner and Son, Leadenhall st

Benson, William, Nottingham, Joiner. Feb 11 at 12 at offices of Maples and McCraith, Low pavement, Nottingham

Binns, John, William Binns, and John Beaumont Vickerman, Halifax, York, Wire Manufacturers. Feb 14 at 11 at the White Swan Hotel, Halifax. Longbottom, Halifax

Birks, William, Longton, Stafford, Beerseller. Feb 14 at 11 at offices of Tomkinson and Furnival, Hanover st, Burslem

Blackmon, George, Birmingham, Artificial Flower Manufacturer. Feb 11 at 1 at offices of Joynt, New st, Birmingham

Brandwood, John, Blackburn, Lancashire, Cotton Manufacturer. Feb 11 at 3 at the Clarence Hotel, Spring gardens, Manchester

Briggs, Robert Broughton, Croydon, Surrey, Currier. Feb 7 at 12 at offices of Nicholson, Railway approach, London bridge. Pullen, Harp lane

Broadhurst, Samuel, Longton, Stafford, Flint Miller. Feb 7 at 11 at the Vine inn, Stafford. Shires, Leicester

Burnham, Thomas, Kingston-upon-Hull, Grocer. Feb 9 at 11 at offices of Julian, Manor st, Kingston-upon-Hull

Butler, Samuel, Wednesbury, Stafford, Bolt Manufacturer. Feb 8 at 12 at offices of Fallows, Cherry st, Birmingham

Bywater, Peter Daniel, Rhondda, Glamorgan, Provision Merchant. Feb 10 at 12 at the New Inn Hotel, Pontypridd

Chapman, John Goldie, Oxton, Cheshire, Bottle Stopper Dealer. Feb 14 at 2 at offices of Fowler, Cable st, Liverpool

Clarke, Edward, Hayling North, Hants, Fisherman. Feb 11 at 11 at offices of Eaton, Lion terrace, Portsea. Walker, Landport

Coleman, George, Llantarnam, Monmouth, Farmer. Feb 9 at 2 at offices of Graham, Commercial st, Newport

Dames, Charles Richard, Irontridge, Wine Merchant. Feb 15 at 3 at offices of Beddall, Bishopsgate st

Derrick, John, South Shields, Durham, Auctioneer. Feb 14 at 12 at offices of Blair, King st, South Shields

Dolibo, Louis, Brighton, Sussex, Photographer. Feb 10 at 3 at offices of Brandreth and Gray, Middle st, Brighton

Donken, John George, Rothbury, Northumberland, no occupation. Feb 8 at 2 at offices of Joels, Newgate st, Newcastle-upon-Tyne

Downes, Henry Thomas, Norwich, Hatter. Feb 11 at 11 at the County Court office, Redwell st, Norwich. Atkinson, Norwich

Draycott, Thomas, Nottingham, Joiner. Feb 10 at 12 at the Assembly Rooms, Low pavement, Nottingham. Cockayne

Edmondson, William, Saltaire, York, Grocer. Feb 8 at 3 at offices of Gratton, Aldermanbury, Bradford

Elliott, James Pallett, Tamworth, Warwick, General Dealer. Feb 11 at 12 at the Midland Hotel, New st, Birmingham. Hawkes and Weekes, Birmingham

Etches, William, Altrincham, Cheshire, Clock Maker. Feb 9 at 3 at the Waterloo Hotel, Piccadilly, Manchester. Jones, Manchester

Fielding, Aaron, Padsey, York, Grocer. Feb 10 at 11 at offices of Wilkinson, Kirkgate, Bradford

Fowden, William, New Mills, Derby, Manufacturer. Feb 8 at 11 at offices of Dawson, Ridgefield, Manchester

Gilbert, William Thomas, Norwich, Builder. Feb 10 at 4 at offices of Tillett, Castle meadow, Norwich

Goff, John Edward, Charlotte st, Old Kent rd, Dairyman. Feb 4 at 3 at 100, Alderminster rd, Upper Grange rd, Bermondsey. Bilton, Vassall rd, Camberwell

Gosbell, Henry, Shaftesbury st, New North rd, Stationer. Feb 22 at 2 at offices of Perry, Guildhall chambers, Basinghall st

Gower, William, Dewsbury, York, Warehouseman. Feb 14 at 2.30 at offices of Stapleton, Union st, Dewsbury

Graham, James, Liverpool, Boot Maker. Feb 19 at 11 at offices of Lowe, Castle st, Liverpool

Hardcastle, William Alfred, and Eliza Emily Hardcastle, Walworth rd, Keeper of a Fancy Repository. Feb 8 at 2 at offices of Pittman, Guildhall chambers, Basinghall st

Hawkins, Charles Bowerman, Liverpool, Builder. Feb 11 at 3 at offices of Sheen and Broadhurst, North John st, Liverpool. Gee, Liverpool

Hinks, John, Small Heath, Birmingham, Labourer. Feb 9 at 12 at offices of Ladbury, Newhall st, Birmingham

Holden, Edward Foster, Leadenhall st, Ship Broker. Feb 14 at 12 at offices of Carlill and Burkinshaw, Parliament st, Kingston-upon-Hull. James and Co

Houghton, James, Bridlington Quay, York, Schoolmaster. Feb 9 at 11 at offices of West, Garrison st, Bridlington Quay

James, David Atkinson, Newcastle-upon-Tyne, Merchant. Feb 9 at 2 at offices of Gibsons and Pybus, Mosley st, Newcastle-upon-Tyne

Kelvie, William, Borough market, Southwark, Vegetable Salesman. Feb 17 at 12 at the Masons' Hall Tavern, Masons' avenue, Basinghall st. Waring, Borough High st, Southwark

Landow, George, Middlesborough, York, Jeweller. Feb 11 at 11 at offices of Draper, Findlo st, Stockton-on-Tees

Laski, Naftal, Middlesborough, York, Travelling Jeweller. Feb 9 at 12 at offices of Addenbrooke, Zetland rd, Middlesborough

Lee, William John, Over Darwen, Lancashire, Tea Dealer. Feb 10 at 11 at the Angel Inn, Market st, Over Darwen. Hawkin, Sheffield

Lowrey, William, Newcastle-upon-Tyne, Builder. Feb 11 at 2 at offices of Wallace, Pilgrim st, Newcastle-upon-Tyne

Lucas, William, Coventry, Warwick, Boot Maker. Feb 9 at 2 at the County Court office, Little Park st, Coventry. Homer, Coventry

McDonald, Daniel, Sunderland, Durham, Plumber. Feb 8 at 3 at offices of Bell, Lambton st, Sunderland

Marks, Moses, Newport, Monmouth, General Dealer. Feb 7 at 12.30 at the Queen's Hotel, Newport, in lieu of the place originally named

Marshall, William, Sheffield, Provision Dealer. Feb 8 at 3 at offices of Clegg and Sons, Bank st, Sheffield

Merton, William, John st, Cornwall rd, Lambeth, Hay Salesman. Feb 5 at 10 at the Victoria Tavern, Morpeth rd, Victoria park. Hicks, Globe rd, Mile end

Moore, Joseph Wood, Didsbury, Lancashire, Book-keeper. Feb 11 at 3 at offices of Simpson, South gate, Lower King st, Manchester

Morton, John, King's Lynn, Farmer. Feb 7 at 12 at offices of Wilkin, Athenæum chambers, King's Lynn

Murray, Hugh, Brixton rd, Diamond Dealer. Feb 9 at 3 at offices of Hicklin and Washington, Trinity square, Southwark

Neyland, Henry, Stockton-on-Tees, Durham, Draper. Feb 12 at 2.30 at Bell's West Riding Hotel, Wellington st, Leeds. Draper, Stockton-on-Tees

Noton, Edward, Sunderland, Durham, Watch Maker. Feb 11 at 12 at offices of Alcock, jun, Frederick Lodge, Sunderland

Nurse, Felix Agrippa, Princes end, Stafford, Licensed Victualler. Feb 3 at 3 at offices of Stokes, Priory st, Dudley

Parsons, Joseph, Surbiton, Surrey, General Dealer. Feb 11 at 11 at offices of Wilkinson and Howlett, Church st, Kingston-on-Thames

Platts, George, Buxton, Derby, Beerhouse Keeper. Feb 8 at 11 at the Court house, Buxton. Taylor, Buxton

Poulter, William, Norfolk st, Rye lane, Peckham, Butcher's Assistant. Feb 2 at 3 at the London Joint Stock Bank chambers, West Smithfield. Hubbard

Powell, George Herbert, Brynmawr, Brecon, Grocer. Feb 12 at 12 at the Queen's Hotel, Newport. Jones, Abergavenny

Raper, Mary, Stockton-on-Tees, Durham. Feb 11 at 3 at offices of Draper, Stockton-on-Tees

Rooks, Edward, Burton, Westmorland, Innkeeper. Feb 16 at 2 at the King's Arms Hotel, Burton. Fearenside and Son, Burton

Rooksby, Samuel Islip, Stamford, Lincoln, Iron Dust Pan Manufacturer, Feb 14 at 11 at offices of Law, Stamford. Wilkins, Peterborough

Rush, Charles, jun, Blackheath, Kent. Feb 7 at 11 at 145, Cheapside. Robinson, Christchurch passage, Newgate st

Sanders, Arthur, Stansted Mountfitchett, Essex, Builder. Feb 5 at 12 at offices of Baker, Bishop's Stortford, Herts

Smith, John Edward, Clement's inn, Solicitor. Feb 12 at 1 at offices of Jacobs and Co, Budge row. North and Sons, Leeds

Spencer, George, Askam-in-Furness, Lancashire, Grocer. Feb 9 at 11 at Sharp's Hotel, Strand, Barrow-in-Furness. Taylor, Barrow-in-Furness

Spender, Benjamin, Cheswardine, Salop, Hay Dealer. Feb 9 at 11 at the Royal Hotel, Crewe, Cheshire. Stevenson, Hanley, Stafford

Steers, William, Brighton, Sussex, Omnibus Proprietor. Feb 14 at 12 at the Old Ship Hotel, Ship st, Brighton. Woods and Dempster, Brighton

Upton, Jane, Ventnor, Isle of Wight, Lodging House Keeper. Feb 10 at 3 at offices of Urry, High st, Ventnor

Vale, Andreas Alexander, Great St Helen's, Merchant. Feb 24 at 3 at offices of Lewis and Co, Old Jewry

Vane, James, Tynemouth, Northumberland, Fruiterer. Feb 9 at 12 at offices of Watson, Pilgrim st, Newcastle-upon-Tyne

Vos, David, Folkestone, Kent, Mineral Water Manufacturer. Feb 12 at 2 at the King's Arms Hotel, Folkestone. Minter, Folkestone

Waghorne, John Norman, Cheltenham, Gloucester, Butcher. Feb 12 at 11 at offices of Winterbotham and Co, Essex place, Cheltenham

Ward, Edward, Great Grimsby, Jeweller. Feb 8 at 11 at offices of Grange and Wintringham, West St Mary's gate, Great Grimsby

Whitehouse, George Edwin, Bilston, Stafford, Agent. Feb 22 at 11 at offices of Barrow, Queen st, Wolverhampton

White, Stephen, Bermondsey, Builder. Feb 10 at 2 at the Hop and Malt Exchange, Southwark st, Borough. Arnold, Southwark st

Whyatt, George Goddard. Bishopwearmouth, Durham, Lessee of Theatres. Feb 16 at 11 at offices of Skinner, John st, Sunderland

Winterbottom, Robert, Oldham, Lancashire, Joiner. Feb 14 at 3 at offices of Addleshaw and Warburton, King st, Manchester

Woodworth, William Henry, Manchester, Innkeeper. Feb 11 at 11 at offices of Simpson, South gate, Lower King st, Manchester

TUESDAY, Feb. 1, 1876.

Adam, George Hall, Birmingham, Sewing Machine Dealer. Feb 14 at 11 at offices of Davies, Bennett's hill, Birmingham

Anderson, William, son, James Anderson, David Anderson, Joseph Anderson, John Dawson, and Thomas Anderson, Egremont, Cumberland, Flax Spinners. Feb 11 at 2 at offices of Mason, Duke st, Whitehaven

Andrews, Frederick Vigne, Mincing lane, East India Broker. Feb 10 at 3 at the Guildhall Coffee House. Bradley, Mark lane

Balmer, William Fatherley, and William Kirkup Balmer, Newcastle-upon-Tyne, Provision Merchants. Feb 10 at 2 at offices of Sewell, Grey st, Newcastle-upon-Tyne

Bates, William Henry, Liverpool, no occupation. Feb 14 at 3 at offices of Snowball and Co, Dale st, Liverpool

Bebro, Marcus, Mildmay grove, Mildmay park, no trade. Feb 14 at 2 at offices of Beswick and Co, Stationers' Hall buildings, Ludgate hill. Newman and Co, Cornhill

Beckett, Alfred, Birmingham, Undertaker. Feb 16 at 11 at offices of Webb, Bennett's hill, Birmingham

Bingham, Edward, Great Grimsby, Ale Merchant. Feb 11 at 11 at offices of Grange and Wintringham, West St Mary's gate, Great Grimsby

Bird, George William John, Kessingland, Suffolk, Fishing Boat Owner. Feb 17 at 12 at the Suffolk Hotel, Lowestoft. Wiltshire, Great Yarmouth

Boardman, Henry, Brownlow rd, Queen's rd, Dalston, Cabinet Maker Feb 7 at 3 at offices of Thwaites, Basinghall st. Parke, Coleman st

Bowers, Frank, Birmingham, Retail Brewer. Feb 14 at 3 at offices of Wright and Marshall, New st, Birmingham

Brice, Richard, Cardiff, Glamorgan, Builder. Feb 15 at 12 at 20, High st, Cardiff. Morris

Bristoll, William, Birmingham, Baker. Feb 11 at 3 at offices of Jaques, Cherry st, Birmingham

Buttery, Elisha George, West Bromwich, Stafford, Oil Merchant. Feb 12 at 10.15 at offices of Jackson, Lombard st, West Bromwich

Carter, Matthew, Newcastle-upon-Tyne, Chemical Manufacturer. Feb 15 at 12 at offices of Garbutt, Collingwood st, Newcastle-upon-Tyne

Clarke, Robert, Hereford, Builder. Feb 15 at 11 at offices of Hamlyn, Bridge st, Hereford

Claudius, Charles William Julius, Frederick George Chant, Horatio William Shepherd, and William Harring Von Ammon, Allen st, Goswell rd, Fancy Box Manufacturers. Feb 19 at 2.30 at offices of Evans and Eagles, John st, Bedford row

Connor, Joseph William Michal, Langton st, King's rd, Chelsea, out of business. Feb 10 at 1 at offices of Parker, Chancery lane

Court, Henry, Small Heath, Warwick, Auctioneer. Feb 14 at 3 at offices of Hawkes and Weekes, Temple st, Birmingham

Crowle, James, Truro, Cornwall, Smith. Feb 10 at 12 at offices of Carlyon and Paull, Quay st, Truro

Dawson, William, Claughton, Lancashire, Licensed Victualler. Feb 16 at 11 at offices of Hall and Marshall, Dalton st, Lancaster

Day, George Knox, Monkroyd, York, Manufacturing Chemist. Feb at 11 at Dalby's Hotel, Wakefield. Walawright, Wakefield

Doble, David, Guisborough, York, Auctioneer. Feb 14 at 3 at Barker's Temperance Hotel, Linthorpe rd, Middlesborough. Bainbridge, Middlesborough

Dodsworth, James, Bishop Monckton, York, Painter. Feb 15 at 2 at offices of James, Lendal, York. Farmery, Knaresborough

Douglass, Edward, Sunderland, Durham, Grocer. Feb 14 at 12 at offices of Wright, John st, Sunderland

Ellison, Henry, Wroughton, Wilts, Trainer of Race Horses. Feb 12 at 11 at offices of Kinneir and Tombs, Corn Exchange, Swindon

Emery, Robert, Burton-on-Trent, Stafford, General Dealer. Feb 14 at 11 at offices of Wilson, Guild st, Burton-on-Trent

Farrell, Michael Walker, Preston, Lancashire, Painter. Feb 17 at 11 at offices of Thompson, Chapel st, Preston

Flint, Charles, South Shields, Durham, Auctioneer. Feb 15 at 2 at offices of Purvis, King st, South Shields

Forge, Thomas, Euston rd, Stationer. Feb 17 at 3 at offices of Nicholls and Leatherdale, Old Jewry chambers. Thomas and Bullen, Cheapside

Frood, William, Nottingham, Draper. Feb 22 at 2 at the Assembly Rooms, Low pavement, Nottingham. Everall and Turner

Gabriel, James Wild, and John Maddox, Trowbridge, Wilts, Cloth Manufacturers. Feb 10 at 12 at offices of Clark and Collins, Trowbridge

Garner, Joseph Peers, Birkenhead, Cheshire, Saddler. Feb 14 at 2 at offices of Downham, Market st, Birkenhead

Garnett, Henry Jun, Middlesborough, York, Grocer. Feb 14 at 11 at Barker's Temperance Hotel, Linthorpe rd, Middlesborough. Bainbridge, Middlesborough

Gledden, Daniel, St John's park, Highgate, out of business. Feb 22 at 2 at the Guildhall Coffee House, Gresham st. Walters and Gush, Finsbury circus

Grace, James, Watford, Herts, Draper. Feb 8 at 3 at offices of Sherrard, Lincoln's inn fields

Hammond, William, Puddletown, Dorset, Butcher. Feb 19 at 12 at offices of Burnett, South st, Dorchester

Hampson, Sarah, Burslem, Stafford, Hat Dealer. Feb 9 at 3 at the Leopard Hotel, Burslem. Stubbs, Burslem

Harling, James, and John Harling, Halifax, York, Genappe Finishers. Feb 14 at 11 at offices of Longbottom, Northgate chambers, Halifax

Harrey, William, Seething lane, Corn Factor. Feb 21 at 3 at offices of Rae, Mincing lane

Hendewerk, Robert Bernhard, Corn Exchange chambers, Seething lane, Ship Broker. Feb 22 at 3 at offices of Pews and Co, Mark lane

Herbert, James Henry, King st, Southwark, Dairyman. Feb 10 at 3 at offices of Chipperfield, Trinity st, Southwark

Hickson, William, Crewe town, Cheshire, Blacksmith. Feb 21 at 1 at the Royal Hotel, Crewe. Brooke

Higginson, John, West Bromwich, Stafford, out of business. Feb 14 at 11 at offices of Topham, High st, West Bromwich

Hiley, Charles, Manchester, Merchant. Feb 21 at 3 at offices of Mann, Cooper st, Manchester

Hitchins, William John, Mile End rd, Hosier. Feb 9 at 3 at offices of Thwaites, Basinghall st. Parke, Coleman st

Holmes, John Henry, Carlton, York, Rope Manufacturer. Feb 16 at 2 at offices of Markland and Davy, Albion st, Leeds

Horsey, John Broadway, Taunton, Somerset, Innkeeper. Feb 12 at 12 at offices of Reed and Cook, Paul st, Taunton

Hunter, Andrew George, Rockcliffe Hall, nr Flint, Chemical Manufacturer. Feb 9 at 2 at the South Bank Hotel, Runcorn. Linaker

Hutchinson, John, Bradford, York, Commission Agent. Feb 16 at 2 at offices of Robinson and Robinson, Skipton

Ingham, Lawrence, Barnes Green, Lancashire, out of business. Feb 23 at 3 at the Clarence Hotel, Spring gardens, Manchester. Evans

Jenkins, John, Bristol, out of business. Feb 9 at 2 at offices of Williams and Co, Exchange, Bristol. Clifton Bristol

Johnson, James, the Grove, Hackney, Commercial Traveller. Feb 11 at 3 at offices of Noton, Great Swan alley, Moorgate st

Kemp, John, Crayford, Kent, Baker. Feb 12 at 1 at offices of Gibson, Dartford

Kunnel, August Gottlieb Wilhelm, West Ardsley, York, Landscape Gardener. Feb 14 at 11 at offices of Lake, Southgate, Wakefield

Lark, Henry John, Cobholm Island, Suffolk, Boat Builder. Feb 17 at 3 at offices of Clowes and Son, Regent st, Great Yarmouth

Lashmore, John, Southampton, Watch Maker. Feb 11 at 12 at the Guildhall Coffee House, Gresham st. Coxwell and Co, Southampton

Leverett, Henry Alfred, Ipswich, Suffolk, Merchant. Feb 24 at 3 at offices of Pearce, Princess st, Ipswich. Hill, Ipswich

Lister, Samuel, Hemel Hempstead, Hertford, Butcher. Feb 21 at 12 at offices of Bullock, Great Berkhampsted

Lugg, James, Thrupp, Stroud, Gloucester, Innkeeper. Feb 14 at 12 at offices of Potter, Northfield House, Cheltenham

Marzetti, George William, Market terrace, Upper Holloway, Chemist. Feb 12 at 10 at offices of Hicks, Coleman st

Marks, Francis Edward, Prince of Wales crescent, Kentish town, Auctioneer's Clerk. Feb 26 at 10 at offices of Burgoyne and Co, Great Dover st, Southwark. Goatly, Bow st, Covent garden

Mills, William, Bury, Lancashire, Hosier. Feb 14 at 3 at offices of Anderton, Garden st, Bury

Morley, Arthur Ebenezer, Birmingham, Tool Maker. Feb 16 at 12 at offices of Powell, Temple st, Birmingham

Moss, Richard John, Chester, Hardware Factor. Feb 11 at 2 at the Queen's Hotel, New st, Birmingham. Bridgman and Co

Oldham, William, Spalding, Lincoln, Corn Merchant. Feb 12 at 11 at the Wentworth Hotel, Peterborough. Wilkins, Peterborough

Penbrick, Wilson John, Bernard st, Russell square, Gent. Feb 17 at 3 at offices of Christmas, Walbrook

Rainer, Benjamin Butcher, Great Yarmouth, Norfolk, Hotel Proprietor. Feb 15 at 12 at offices of Burton and Son, King st, Great Yarmouth

Reed, William, Birkenhead, Cheshire, Window Blind Manufacturer. Feb 14 at 3 at offices of Moore, Duncan st, Birkenhead

Riley, William, Liverpool, Fruit Salesman. Feb 18 at 3 at offices of Connor, Ranelagh st, Liverpool. Nordon, Liverpool

Roper, Thomas, Nottingham, Lace Manufacturer. Feb 16 at 12 at offices of Acton, Victoria st, Nottingham

Rouse, Edward Seymour, Nye's Wharf, Peckham park rd, Asphalte Manufacturer. Feb 29 at 12 at offices of Terrell and Money, Aldermanbury

Shepherd, Joseph Francis, Widnes, Lancashire, Boot Maker. Feb 15 at 2 at offices of Mather, Commerce court, Liverpool. Massey, St Helen's

Simon, Alexander, High st, Shadwell, Butcher. Feb 16 at 10 at offices of Hicks, Coleman st

Smith, John Edward, Arkesden, Essex, Farmer. Feb 16 at 1 at the Chequers Hotel, Bishop's Stortford. Woodard, Ingram court, Fenchurch st

Smith, Selina, Cheltenham, Gloucester, Milliner. Feb 11 at 3 at offices of Smith and Co, Frederick's place, Old Jewry

Smith, Thomas, Cheveley, Cambridge, Gent. Feb 14 at 12 at the Rutland Arms Hotel, High st, Newmarket. Fenn

Stuart, Henry, Ruabon, Denbigh, Foundry Agent. Feb 15 at 2 at offices of Sherratt, Regent st, Wrexham

Sutcliffe, Charles, Rochdale, Lancashire, Master Stone Mason. Feb 16 at 3 at offices of Roberts and Son, John st, Rochdale

Swan, John, Phœnix st, Somers town, Oilman. Feb 11 at 1 at offices of Johnson, Seymour place, Marylebone

Tatlock, William Thomas Augustus, Great St Helen's, Insurance Broker. Feb 15 at 3 at offices of Montagu, Bucklersbury

Thomas, William Richards, Liverpool, Marine Insurance Broker. Feb 14 at 2 at offices of Crosier and Lamb, Morfields, Dale st, Liverpool

Trevor, Thomas Walter, Bangor, Carnarvon, Draper. Feb 15 at 2 at the Queen's Hotel, Chester. Jones and Roberts, Bangor

Unwin, Edwin Frederick, Southwark st, Packing Case Maker. Feb 14 at 2 at the Law Institution, Chancery lane. Farnfield, Bishopsgate st within

Whitton, Joseph, Leeds, Hosier. Feb 14 at 2 at offices of Whiteley, Albion st, Leeds

Wright, Isaac, Waddington low fields, Lincoln, Farmer. Feb 12 at 11 at offices of Toynbee and Co, Bank st, Lincoln

Wright, James, Manchester, Wine Merchant. Feb 15 at 3 at offices of Addleshaw and Warburton, King st, Manchester

Young, George, Little Coram st, Russell square, Builder. Feb 25 at 3 at offices of Cooper, Chancery lane

LONDON and COUNTY BANKING COMPANY.

ESTABLISHED in 1836,
And incorporated in 1874 under "The Companies Act, 1862."

SUBSCRIBED CAPITAL, £3,750,000,
In 75,000 Shares of £50 each.

REPORT

Adopted at the annual general meeting, 3rd February, 1876:—

The Directors have pleasure in submitting to the Proprietors the Balance-sheet of the Bank for the half-year ended on the 31st of December last. With reference to the exceptional loss arising out of the failure of Messrs. A. Collie & Co., mentioned in the report to the Proprietors in August last, the Directors have, after careful consideration, transferred £75,000 from the balance then carried forward, to the special account previously opened, which will, in their judgment, fully cover the whole of the deficiency.

This transfer of £75,000 leaves the balance brought from last account £13,856 12s. 3d., including £6,093 15s. reserved to meet interest then accrued on New Shares.

The Net Profits for the half-year, after paying interest to customers and all charges, allowing for rebate, and making provision for bad and doubtful debts, amount to £142,874 6s. 3d., which, added to the above balance of £13,856 12s. 3d., produces a total of £156,730 18s. 6d. Out of this sum the Directors have added £25,000 to the Reserve Fund, raising that Fund to £699,522 10s.

They recommend the payment of a dividend of 8½ per cent. for the half-year, and that the balance of £14,730 18s. 6d. remaining (after providing £15,000 for interest on New Shares) be carried forward to Profit and Loss New Account.

The present dividend added to that paid to 30th of June, will make 16½ per cent. for the year 1875.

The Directors retiring by rotation are JAMES MORLEY, ABRAHAM HODGSON PHILLPOTTS, and JAMES DUNCAN THOMSON, Esquires, who, being eligible, offer themselves for re-election.

The Dividend, £1 14s. per share, free of income tax, will be payable at the Head Office, or at any of the Branches, on or after Monday, 14th instant.

BALANCE SHEET OF THE LONDON AND COUNTY BANKING COMPANY, 31ST DECEMBER, 1875.

Dr.	£	s.	d.	£	s.	d.
To Capital paid up	1,200,000	0	0			
To Instalments received in respect of New Shares	299,045	0	0			
				1,499,045	0	0
To Reserve Fund	525,000	0	0			
To Instalments received in respect of New Shares	149,522	10	0			
To Amount now added	25,000	0	0			
				699,522	10	0
To Amount due by the Bank for Customers' Balances, &c.	21,399,784	6	4			
To Liabilities on Acceptances, covered by securities	2,162,095	7	0			
				23,561,879	13	4
To Profit and Loss Balance brought from last Account less £75,000 referred to in the Report	7,762	17	3			
To Reserve to meet Interest accrued on New Shares	6,093	15	0			
To Gross Profit for the Half-year, after making provision for bad and doubtful debts, viz.	395,530	1	5			
	409,386	13	8			
To Less Amount added to Reserve Fund	25,000	0	0			
				384,386	13	8
				£26,144,833	17	0

Cr.	£	s.	d.	£	s.	d.
By Cash on hand at Head Office and Branches, and with Bank of England	2,735,258	10	2			
By Cash placed at Call and at Notice, covered by securities	3,375,270	15	2			
				6,110,529	5	4
Investments, viz.:—						
By Government and Guaranteed Stocks	2,336,754	16	9			
By Other Stocks and Securities	80,805	11	11			
				2,417,560	8	8
By Discounted Bills, and Advances to Customers in Town and Country	14,805,785	3	4			
By Liabilities of Customers for Drafts accepted by the Bank (as per contra)	2,162,095	7	0			
				16,967,880	10	4
By Freehold Premises in Lombard-street and Nicholas-lane, Freehold and Leasehold Property at the Branches, with Fixtures and Fittings				441,137	14	3
By Interest paid to Customers				77,776	19	5
By Salaries and all other Expenses at Head Office and Branches, including Income-tax on Profits and Salaries				129,948	19	0
				£26,144,833	17	0

PROFIT AND LOSS ACCOUNT.

	£	s.	d.
To Interest paid to Customers, as above	77,776	19	5
To Expenses ....do....	129,948	19	0
To Rebate on Bills not due, carried to New Account	44,929	16	9
To Amount added to Reserve Fund	25,000	0	0
To Interest on New Shares	15,000	0	0
To Dividend of 8½ per cent. for Half-year	102,000	0	0
To Balance carried forward	14,730	18	6
	£409,386	13	8

By	£	s.	d.
By Balance brought forward from last account less £75,000 referred to in the Report	£7,762	17	3
By Reserve to meet Interest accrued on New Shares	6,093	15	0
By Gross Profit for the Half-year, after making provision for bad and doubtful debts	395,530	1	5
	£409,386	13	8

We, the undersigned, have examined the foregoing balance-sheet, and have found the same to be correct.

(Signed) WILLIAM NORMAN, RICHARD H. SWAINE, STEPHEN SYMONDS, } Auditors.

By Order,
GEO. GOUGH, Secretary.

London and County Bank,
January 27, 1876.

LONDON and COUNTY BANKING COMPANY.

—Notice is Hereby Given, that a DIVIDEND on the Capital of the Company, at the rate of 8½ per cent., for the half-year ended December 31st, 1875, will be PAYABLE to the Proprietors, either at the Head Office, 21, Lombard-street, or at any of the Company's Branches, on or after Monday, the 14th instant.

By order of the Board,
W. McKEWAN, WHITBREAD TOMSON, } Joint General Managers.

21, Lombard-street, February 4, 1876.

THE AGRA BANK (LIMITED)

Established in 1833.—Capital, £1,000,000.

HEAD OFFICE—NICHOLAS-LANE, LOMBARD-STREET, LONDON

BRANCHES in Edinburgh, Calcutta, Bombay, Madras, Kurrachee, Agra Lahore, Shanghai, Hong Kong.

CURRENT ACCOUNTS are kept at the Head Office on the terms customary with London bankers, and interest allowed when the credit balance doesnot fall below £100.

DEPOSITS received for fixed periods on the following terms, viz.:—At 5 per cent. per annum, subject to 12 months' notice of withdrawal For shorter periods deposits will be received on terms to be agreed upon

BILLS issued at the current exchange of the day on any of the Branches of the Bank free of extra charge; and approved bills purchased or sent for collection.

SALES AND PURCHASES effected in British and foreign securities, in East India Stock and loans, and the safe custody of the same undertaken Interest drawn, and army, navy, and civil pay and pensions realised. Every other description of banking business and money agency British and Indian, transacted. J. THOMSON, Chairman.

LEGAL AND GENERAL LIFE ASSURANCE

OFFICE, 10, FLEET-STREET, LONDON.

FEBRUARY 5, 1876.

NOTICE is hereby given that the ANNUAL GENERAL MEETING of the Society will be held at the Society's office, No. 10, Fleet-street, London on TUESDAY, the 22ND day of FEBRUARY instant, at one o'clock precisely.

At such meeting two vacancies in the Direction, caused by the deaths of Thomas Webb Greene, Esq., Q.C., and George Lamb, Esq., and those then to be created by the retirement in rotation of John H. R. Chichester, Esq., Joseph Henry Dart, Esq., Robert Bayly Follett, Esq., and Bartle J. L. Frere, Esq., will be filled up.

Two vacancies in the office of Auditor, caused by the resignation of Charles Harrison, jun., Esq., and by the retirement in rotation of Kenyon Chas. S. Parker, Esq., will also be filled up at such meeting.

Written notice of the intention of any person to become or to propose a candidate for the office of Director or Auditor, must be left at the office of the Society at least ten days before the holding of the meeting. The Directors and Auditor retiring in rotation are eligible for immediate re-election.

By order of the Board,
E. A. NEWTON, Actuary and Manager.

PROVIDENT LIFE OFFICE, 50, Regent-street, and 14, Cornhill, London.

Established 1806.

Total Income	£239,353
Total Funds	1,852,833

Present amount of existing Assurances with Bonus Additions, £5,313,925.

Surplus applicable to Bonuses at last Quinquennial Valuation, £355,543 8s. 8d.

SOVEREIGN LIFE OFFICE

(Founded 1845.)

Assurers can obtain ADVANCES of £200 and upwards on Reversions, Annuities, &c., also on guarantee of two or more first-class sureties.

All names, with full particulars, must be sent to the Secretary, 6, St. James's-street, London, S.W.

REVERSIONARY AND LIFE INTERESTS in

Landed or Funded Property or other Securities and ANNUITIES purchased, or Loans thereon granted, by the

EQUITABLE REVERSIONARY INTEREST SOCIETY

10, LANCASTER-PLACE, WATERLOO-BRIDGE, STRAND,

Established 1835. Paid-up Capital, £480,000.

If required Interest on Loans may be capitalized.

F. S. CLAYTON, C. H. CLAYTON, } Joint Secretaries.